DW96957583

NW 86957583-01-0

Page 1



United States Environmental Protection Agency Washington, DC 20460

Part 1 - General Information

Washington, DC 20460 Interagency Agreement

1. EPA IAG Identification Number DW-96-95758301 - 0 4. Funding Location by Region EPA (R10)

2. Other Agency IAG ID Number EPA ID: WAD98072839

5. Program Office Abbreviation

3. Type of Action

De of Action New Region 10

6. Name and Address of EPA Organization

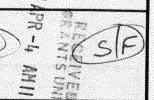
US Environmental Protection Agency
Office of Environmental Cleanup
1200 Sixth Avenue

1200 Sixth Avenue Seattle, WA 98101 **DUNS:** 029128894 7. Name and Address of Other Agency

Corps of Engineers-Omaha District HTRW CX

12565 West Center Road Omaha, NE 68144-3869

DUNS: DOD966503



8. Project Title and Description

East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS).

(Hurbor Is Pona,)

To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required.

WAD 980722839)

9. EPA Project Officer (Name, Address, Phone Number)

Ravi Sanga 1200 Sixth Avenue, ECL-111 Seattle, WA 98101 206-553-4092 10. Other Agency Project Officer (Name, Address, Phone Number)
Marvene Seaman

12565 West Center Road Omaha, NE 68144-3869 402-697-2425

11. Project Period 03/01/2007 to 02/29/2012

12. Budget Period

03/01/2007 to 02/29/2012

13. Scope of Work

See attachment A - Scope of Work for RI/FS Oversight IAG.

EPA Grants Specialist for this IAG is Kathy Tsing-Choy 206-553-4688

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14. Statutory	Authority to	' Moth Transfer	of Filings and	1 Project Activities
			ALL MILES CHIE	Project Activities
CEDCIA:	CARR INCIAL	A O 44" . "		ton an amandad

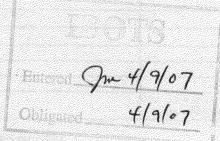
15. Other Agency Type

Executive Order 12580 as amended	Federal Agency		
Previous Amount	Amount This Action	Amended Total	
	\$40,000	\$40,000	
		\$0	
		\$0	
		\$0	
	\$40,000	\$40,000	
		Previous Amount Amount This Action \$40,000	

21. Fiscal Site Name DCN Approp. **Budget Org.** PRC Object Site/Project Cost Org. Obligation **QSA003** 07 TR2B 10Q0XDG 302DD2C 2507 10DGBD10 C003 40,000 40,000

EPA Form 1610-1 (Rev. 10-88). Previous editions are obsolete.

001



PA Form 1610-1 (Hev. 10-88), Previous edition	ns are obsolete		
Other Agency's Billing Address (includ	de ALC or Station Symbol Number)	Other Agency's Billin	g Instructions and Frequency
Other Agency's IAG Identification Num EPA ID: WAD98072839	1bet	EPA Program Office A	llowance Holder/Resp. Center No.
Funding Agency's Treasury Symbol			
56.		e de la companya de La companya de la co	
	Division, PM-226F, EPA, Washington,	DO 20400.	
	Tor this type of payment method. Uduatenty cost reports will be forwares-7002. Used to transfer obligational authority approval by the Office of Comptrolle	nexpended funds at comple rded to the Financial Mana or transfer of function betwee sr, Budget Division, Budget	or with appropriate justification of need tion of work will be returned to EPA. gement Center, EPA, Cincinnati, OH an Federal agencies. Must receive prior Formulation and Control Branch, EPA Financial Management analysis Branch, Financial Management
Hepayment ⊠	yldinoM ⊠		·
InemeergA freemert	Request for repayment of actual cos Management Office, Cincinnati, OH 45		1080 and submitted to the Financial
39 °	(Note: EPA Agency Location	Code (ALC) - 6801072	(2:
	Part III - Funding Methods and	Billing Instructions	
		00.0 \$ lsto T	
Contractor/Recipient Name (if know	n) Total Extramural Amount I	Jnder This Project	Percent Funded by EPA (if known)
Type of Extramural Agreement			
	on extramural agreements? (See Item 2	on 🖂 (.is	
(Identify all equipment costing \$1,0			•N ⊠
(k) Total (EPA Share 100.00 %)	Other Agency Share 0.00 %)	000'0+\$	000'01-\$
(j) Indirect Costs: Rate % Base \$	\(\tau_0 \)	098'91\$	098'91\$
(i) Total Direct Charges		\$53,150	091'62\$
hedto (n)		8720	\$\S0
(a) Construction			O\$
f) Procurement / Assistance			0\$
səjiddng (ə)	FINANCE CENTER		o\$
d) Equipment			0\$
(c) Travel		\$100	001\$
(b) Fringe Benefits		009'2\$	009'2\$
(a) Personnel	ECHINA V CO.	067,418	06Z'+L\$
	get Categories	to noitszimeti noitoA siriT	Itemization of Total Project Estimated Cost to Date
1	Part II - Approved Budget		DAI AGE Identification Number 0 - rossacae-9e-WQ

Decision Official on Behalf of the Environment Protection Agency Program Office

31. Signature

Typed Name and Title

Daniel D. Opalski, Director - Office of Environmental Cleanup

Action on Behalf of the Environment Protection Agency

Typed Name and Title

Armina K. Nolan, Manager - Grants Administration Unit

Authorizing Official on Behalf of the Other Agency

Typed Name and Title

Date

02/26/2007

7 may 07

Ginny Dierich, Program Manager

EPA Form 1610-1 (Rev. 10-88) Previous editions are obsolete.

Attachment A - Scope of Work for RI/FS Oversight IAG

Site

East Waterway Operable Unit of Harbor Island

EPA ID: WAD98072839

(WAD 980722839)

Purpose

The purpose of this agreement is to obtain assistance from the U. S Army Corps of Engineers (USACE) for oversight of a potentially responsible party (PRP)-funded Remedial Investigation/Feasibility Study (RI/FS), and coordination with early cleanup actions.

Background

The East Waterway Operable Unit (OU) is part of the Harbor Island Superfund site that was placed on the National Priorities List in 1983 due to the contaminants released from a secondary lead smelter, as well as the releases of other hazardous substances from other industrial operations on Harbor Island. The Harbor Island Superfund Site encompasses a man-made industrial island of over 400 acres within the City of Seattle, and associated sediments surrounding the island within Elliott Bay and the mouth of the Lower Duwamish Waterway. The East Waterway OU consists of contaminated sediments off the eastern shore of Harbor Island, and associated sources to the extent necessary to control those sources. Contaminants of concern in the East Waterway OU include, but are not limited to, polychlorinated biphenyls (PCBs), poly-aromatic hydrocarbons (PAHs), mercury, other metals, and organic compounds.

A 20 –acre area at the south end of the Waterway was identified for an interim removal. This Phase 1 removal was conducted between December 2003 and March 2005. The dredging resulted in the removal of 67,330 cubic yards of material suitable for open water disposal and 179,954 cubic yards of material unsuitable for open water disposal. This material was sent to an upland disposal facility.

Work Statement

USACE will provide technical oversight in assessing sediment quality, sediment transport, source control and quality assurance requirements of EPA's Superfund program. Additionally, USACE will provide technical oversight regarding review of engineering plans and designs for ongoing work at East Waterway as part of permitted actions along the waterway.

Task 1 - RI/FS oversight

USACE will provide technical support to EPA in reviewing RI/FS deliverables, including:

Phase 1 Removal Action documents

- Data reports
- Recontamination monitoring plans

RI

- Quality Assurance Project Plans (QAPP), and Health and Safety plans for additional studies
- Summary of Existing Information and Data Gaps Analysis Reports
- RI data
- RI Technical Memoranda
- Sediment Fate and Transport Reports
- Phase RI report
- Source Control related documents, including hydrogeologic technical support

FS

- FS work plan
- Technical Memoranda associated with the FS
- FS

USACE will also provide technical support to EPA in reviewing information about proposed remedial activities and whether plans for East Waterway appear to be compatible with potential remedial actions at the Duwamish.

As requested by EPA, USACE will provide written comments on the draft reports listed above, and will attend meetings and conference calls to discuss the comments.

Task 2 - RI field oversight

USACE will observe PRP sampling activities for compliance with the AOC and approved QAPP. USACE will report to EPA any deviations from the AOC or approved plans. USACE will maintain a diary or log of field observations, including results of field tests, concerns or discussions about conformance with the approved plans, and deviations from the approved plans. USACE will prepare letter reports documenting the sampling activities performed, any deviations from the approved plans, and any concerns and potential problems noted by oversight personnel. USACE will document oversight activities with digital photographs.

Task 3 - Analytical Support and Data Validation

Upon request by EPA, USACE will schedule, coordinate, track, and oversee sample analysis and validation of any analytical data produced. This task may include:

- collect split samples, field screening, or obtaining other samples requested by EPA;
- prepare a HSP, SAP, and QAPP for sample collection;
- contract for sample analysis or coordinating with EPA's laboratory for sample analysis;
- implement the EPA-approved laboratory quality assurance program of selected laboratories through periodic performance evaluations and/or on-site audits;
- provide sample management including chain-of-custody procedures, information management, sample retention, and 10-year data storage;
- perform data validation to verify data quality and defensibility in accordance with EPA guidelines and
- provide reports on data validation and usability.

Task 4 - Post RI/FS Support

USACE will provide technical support for EPA's preparation of a Record of Decision. This task may include:

- · attend briefings, public meetings, and public hearings;
- prepare technical memoranda on specific technical issues;
- prepare addenda to the PRP's RI and/or FS reports;
- provide technical support to EPA in their preparation of a Proposed Plan and Responsiveness Summary that would document EPAs proposed cleanup plan and responses to public comments on the plan
- review sections of the Record of Decision for technical accuracy.

Task 5 - Assistance in preparation of 404(b)(1) analysis and Biological Assessment

USACE will assist EPA in reviewing permit applications, PRP work plans, and other deliverables to ensure that sufficient information is collected to prepare a Clean Water Act (CWA) Section 404(b)(1) analysis and Biological Assessment (BA). As requested by EPA, USACE will assist EPA in preparation of a 404(b)(1) analysis and BA, or review the PRPs' proposed 404(b)(1) analysis and BA.

Task 6 - Community Relations Support

As requested by EPA, USACE will provide support to EPA in conducting community relations activities at the site. Support may include preparing summaries of technical documents for the public, attending and making presentations at public meetings, assistance in preparing for meetings, and preparation of presentation materials.

ATTACHMENT B USACE SPECIAL CONDITIONS

The USACE agrees to meet the site-specific financial management and record keeping responsibilities contained in EPA's "Superfund Financial Management and Record Keeping Guidance for Federal Agencies" (January 1989).

1. <u>Cost Documentation Requirements</u>

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting systems reports must be supported by site- and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- O. Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- O Travel travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 "Voucher and Schedule of Payment" or equivalent.
- o Supplies and Equipment EPA authorization to purchase non-expendable property of \$1,000.00 or more, vendor invoices, proof of payments, and hourly records of equipment use, when applicable.
- O Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs include in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. <u>Reporting Requirements</u>

- a. The USACE will provide monthly progress reports to the EPA Remedial Project Manager (RPM) listed on the IAG form containing:
 - o Site name and IAG number.
 - o Summary or work performed.
 - Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
 - o Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
 - o Summaries of all problems or potential problems encountered during the reporting period.
 - o Projected work for the next reporting period.
- The USACE will submit a complete and signed Request for b. Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, sitespecific account number, and IAG number. Upon receipt of the USACE certified bills, CFMC processes payment to Payment will be made within 5 days of receipt and without certification by the EPA Regional program office except for final billings. The USACE project manager will provide a copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Region 10 IAG Coordinator, Ricardo Solis. EPA detects any apparent discrepancies with the payment request, the problem shall be discussed and resolved with the USACE project manager. Any changes required to subsequent payment requests will be documented in a memorandum from the RPM to the USACE project manager.

C. USACE will provide a final inventory of property, (prior to final contract payment) within one month of the end of the IAG performance period, describing the condition of each item and requesting disposition instructions. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. <u>Cost Recovery</u>

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ), a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with a contact for obtaining necessary site-specific accounting information and documentation.

4. Record Retention Requirements

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records.

5. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect cost charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

6. Other EPA Involvement

a. Reimbursement to the USACE is contingent upon receipt of a USACE certified payment request (SF-1080). Final project payments shall be reviewed and approved by the EPA Regional program office.

b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposal instructions upon termination of the IAG and receive fair-market value for any property disposed of or used for non-Superfund activities.

7. MBE Reporting Requirements

In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Annual reports will be forwarded (by November 15) to the minority-Business Enterprise Coordinator in EPA Headquarters. Reports will be submitted on EPA Forms 6005-3, "Superfund Minority Contractors Utilization Report, Part 2."

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DW 96957583

3. Type of Action

Uw 96857583-81-1

Page 1



United States Environmental **Protection Agency** Washington, DC 20460

Interagency Agreement

1. EPA IAG Identification Number DW-96-95758301 - 1

4. Funding Location by Region EPA(R10)

2. Other Agency IAG ID Number

EPA ID: WAD98072839

5. Program Office **Abbreviation**

Region 10

Amendment Part 1 - General Information

7. Name and Address of Other Agency

Corps of Engineers-Omaha District HTRW CX

Augmentation: Increase

12565 West Center Road Omaha, NE 68144-3869

DUNS: DOD966503





DUNS: 029128894 8. Project Title and Description

1200 Sixth Avenue Seattle, WA 98101

6. Name and Address of EPA Organization

US Environmental Protection Agency

Office of Environmental Cleanup

East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS).

Harbor Island, WA)

To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required.

This amendment increases the award \$25,000. There is no change in the Scope of Work.

9. EPA Project Officer (Name, Address, Phone Number)	10. Other Agency Project Officer (Name, Address, Phone Number)				
Ravi Sanga 1200 Sixth Avenue, ECL-111 Seattle, WA 98101 206-553-4092	Marvene Seaman 12565 West Center Road Omaha, NE 68144-3869 402-697-2425	D8 HAY			
11. Project Period 03/01/2007 to 02/29/2012	12. Budget Period 03/01/2007 to 02/29/2012	TEV			
13 Scope of Work		3 50			

Scope of Work remains the same.

EPA Grants Specialist for this IAG is Kathy Tsing-Choy 206-553-4688

14. Statutory Authority for Both Transfer of Funds and Project Activities	
CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended	

15. Other Agency Type Federal Agency

Funds	Previous Amount	Amount This Action	Amended Total	
16. EPA Amount	\$40,000	\$25,000	\$65,000	
17. EPA In-Kind Amount	\$0		\$0	
18. Other Agency Amount	\$0		\$0	
19. Other Agency In-Kind Amt.	\$0	·	\$0	
20. Total Project Cost	\$40,000	\$25,000	\$65,000	

21. Fiscal									
Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
	QVA007	80	TR2B	10QXDG	302DD2C	2507	10DGBD10	C003	00又 25,000
									25,000

EPA Form 1610-1 (Rev. 10-88). Previous editions are obsolete.

EPA IAG Identification No. DW-96-95758301 - 1 Page 2

Part	II - Approved Budget		EPA IAG Identification Number DW-96-95758301 - 1
22. Budget C	ategories	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
a) Personnel		\$9,221	\$23,951
b) Fringe Benefits		\$4,795	\$12,395
c) Travel		\$0	\$100
d) Equipment		\$0	\$0
) Supplies		\$0	\$0
) Procurement / Assistance		\$0	\$0
) Construction		\$0	\$0
n) Other		\$450	\$1,170
) Total Direct Charges		\$14,466	\$37,616
) Indirect Costs: Rate <u>75.16</u> % Base \$ <u>1</u>		\$10,534	\$27,384
() Total (EPA Share 100.00 %) (Other	Agency Share 0.00 %)	\$25,000	\$65,000
23. Is equipment authorized to be furnishe (Identify all equipment costing \$1,000 o	r more)		⊠ No
24. Are any of these funds being used on a	extramural agreements? (See Item 22f	.) 🛚 🖂 No	
Type of Extramural Agreement			
Contractor/Recipient Name (if known)	Total Extramural Amount Un	der This Project	Percent Funded by EPA (if known)
		Total \$ 0.00	
P	art III - Funding Methods and E	illing Instructions	
25.	(Note: EPA Agency Location	Code (ALC) - 6801072	27)
⊠ Disbursement Agreement ⊠ Repayment	Management Office, Cincinnati, OH 452 Monthly Only available for use by Federal agent for this type of payment method. Uncurrently cost reports will be forward 45268-7002. Used to transfer obligational authority of the cost of the	68-7002: cies on working capital fund expended funds at comple ded to the Financial Mana or transfer of function betwe	or with appropriate justification of need ation of work will be returned to EPA. agement Center, EPA, Cincinnati, OH en Federal agencies. Must receive prior
	approval by the Office of Comptroller Hdqtrs. Forward appropriate reports to Division, PM-226F, EPA, Washington, I	the Financial Reports and a DC 20460.	Formulation and Control Branch, EPA Analysis Branch, Financial Management
26.			dition but been with
Funding Agency's Treasury Symbol			
Other Agency's IAG Identification Number EPA ID: WAD98072839		R10	Allowance Holder/Resp. Center No.
Other Agency's Billing Address (include A	LC or Station Symbol Number)	Other Agency's Billin	ng Instructions and Frequency

EPA Form 1610-1 (Hev. 10-88). Previous editions are obsolete

15 1.155.75 No. 8. 1.

		EPA IAG Identific	cation No.DW-96-95758301 - 1 Page 3
Part IV	- Acceptance Condition	s	EPA Identification Number DW-96-95758301 - 1
27. General Conditions The other agency covenants and agrees have been awarded under this agreeme	that it will expeditiously initiate	e and complete the project for wh	nich funds
28. Special Conditions (Attach additional	sheets if needed)		
Grants Administration Division for Headque receipt or within any extension of time as racceptance signature. Receipt of a written refusal or failure to return to the agreement/amendment by the	greement/amendment must be trees agreements or to the app nay be granted by EPA. The a rn the properly executed docur e other agency subsequent to	propriate EPA Hegional IAG acr agreement/amendment must be ment within the prescribed time in the document being signed by ti	cial in duplicate and one original returned to the ministration office within 3 calendar weeks after forwarded to the address cited in item 29 after may result in the withdrawal of offer by EPA. Any the EPA Action Official
determines to materially alter the agreemer 2) For Reimbursement actions, the other a office for signature. The agreements/amer behalf of the EPA. One original copy will be	gency will initiate the action an idments will then be forwarded	d forward two original agreemen d to the appropriate EPA IAG a	ts/amendments to the appropriate EPA program dministration office for acceptance signature on
EPA IAG Administration Office (for admir	istrative assistance)	EPA Program Office (fo	r technical assistance)
29. Organization/Address		30. Organization/Addres	39
US EPA R10 Grants Administration Unit 1200 Sixth Avenue Seattle, WA 98101		US Environmental P Region 10 1200 Sixth Avenue, Seattle, WA 98101	
complete. Signers fine or imprisonment	nat the statements made on this acknowledge that any knowinent or both under applicable law	tification is form and all attachments there gly false or misleading statemen v.	its may be punishable by
Decision		vironment Protection Agency F	
31. Signature	Typed Name and Title Daniel D. Opalski, Direct	ctor - Office of Environmental Cle	Date 9/15/0 {

Action on Behalf of the Environment Protection Agency

Armina K. Nolan, Manager - Grants Administration Unit

Authorizing Official on Behalf of the Other Agency

Typed Name and Title

Typed Name and Title
Maythews, Aller
Ginny Diench, Program Manager

Date

Date

EPA Form 1610-1 (Rev. 10-88) Previous editions are obsolete.

Signature

IAG Terms and Conditions

All Terms and Conditions Remain the Same

END OF ASSISTANCE AGREEMENT NO. DW-96-95758301-1

DW96957583

CW 469575 \$3-01-2 United States Environmental 1. EPA IAG Identification Number 4. Funding Location by Region EPA (10) DW-96-95758301 - 2 Washington, DC 20460 Interagency Agreement 2. Other Agency IAG ID Number 5. Program Office EPA ID: WAD98072839 Abbreviation 3. Type of Action Region 10 Augmentation: increase



Amendment Part 1 - General Information

Protection Agency

6. Name and Address of EPA Organization US Environmental Protection Agency Office of Environmental Cleanup 1200 Slxth Avenue, Sulte 900 Seattle, WA 98101 DUNS: 029128894

7. Name and Address of Other Agency Corps of Engineers-Omaha District HTRW CX 12565 West Center Road Omaha, NE 68144-3869

DUNS: DOD966503

8. Project Title and Description

East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND, WA

To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural epair is required.

This amendment increases Federal funding by \$30,000 and revises the budget summary. No changes to the scope of work and project/budget periods.

9. EPA Project Officer (Name, Address, Phone Number) 10. Other Agency Project Officer (Name, Address, Phone Number) Ravi Sanga Marvene Seaman 1200 Sixth Avenue, Suite 900, ECL-111 1616 Capitol Ave., Suite 9200 Seattle, WA 98101 Omaha, NE 68102-9200 205-553-4092 402-697-2425 11. Project Period 12. Budget Period 03/01/2007 to 02/29/2012 03/01/2007 to 02/29/2012

13. Scope of Work

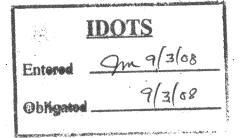
Scope of Work remains the same.

EPA Grants Specialist for this IAG is Kathy Tsing-Choy 206-553-4688

 Statutory Authority for Both Tran CERCLA: Secs. 105(a)(4) & 115; E 		The state of the s	15. Other Agency Type Federal Agency
Funds	Previous Amount	Amount This Action	Amended Total .
16. EPA Amount	\$65,000	\$30,000	\$95,000
17. EPA in-Kind Amount	, · so		\$0
18. Other Agency Amount	50		
19. Other Agency In-Kind Amt.	\$0		\$0
20. Total Project Cost	\$65,000	. \$30,000	\$95,000

		SAGODNI SOVENSON	redssierinssons		4	1. Fiscal			New Address of the Control of the Co	
Site Name	DCN	FY		Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
	QVA013		08	TR2B	10Q0XDG	302DD2C			Maria de la companya del companya de la companya de la companya del companya de la companya de l	OS 3 30,000
		. *								30,000

EPA Form 1610-1 (Rev. 10-66). Previous editions are obsolete.





		EPA IAG Identification N	o. DW-96-95758301 - 2 Page 2
	t II - Approved Budget		EPA IAG Identification Number DW-96-95758301 - 2
	Categories	itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel		\$10,317	\$34,268
(b) Fringe Benefits		\$5,385	\$17,760
(c) Travel	all the second s	\$2,001	\$2,101
(d) Equipment			
(e) Supplies			\$0
(f) Procurement / Assistance			\$0
(g) Construction			· So
(h) Other .		\$530	\$1,700
(i) Total Direct Charges		\$18,213	\$55,929
(i) Indirect Costs: Rate % Base \$		\$11,787	\$39,171
(k) Total . (EPA Share 100.00 %) (Other	er Agency Share 0.00 %)	\$30,000	\$95,000
23. Is equipment authorized to be furnish (Identify all equipment posting \$1,000 24. Are any of these funds being used on Type of Extramural Agreement	or more)		⊠ No
Contractor/Recipient Name (if known)			
October 17 Telephone (Ir action)	Total Extramural Amount Un	ider This Project	Percent Funded by EPA (if known)
		Total \$ 0,00	
	Part III - Funding Methods and B		
25.	(Note: EPA Agency Location (
☑ Disbursement Agreement ☑ Repayment	Request for repayment of actual costs Management Office, Cincinnati, OH 452: Monthly Only available for use by Federal agenc for this type of payment method. Une Quarterly cost reports will be forward 45268-7002. Used to transfer obligational authority or	68-7002: clas on working capital fund expended funds at complet ed to the Financial Manage of function between	or with appropriate justification of need ion of work will be returned to EPA, gement Center, EPA, Cincinnati, OH
	approval by the Office of Comptroller, Hdqtrs. Forward appropriate reports to t Division, PM-226F, EPA, Washington, D	he Financial Reports and A	ormulation and Control Branch, EPA nalysis Branch, Financial Management
26. 7			
		× •	
		,	
	•		
Funding Agency's Treasury Symbol	68/20X8145		⊠ No-Year
Other Agency's IAG Identification Number EPA ID: WAD98072839		EPA Program Office Al	lowance Holder/Resp. Center No.
Other Agency's Billing Address (Include A			Instructions and Frequency

Maria NV				
Part IV - A	Acceptance Condition	15	EPA Identificati	on Number
	:	•	· DW-e	S-95758301 - 2
27. General Conditions				
The other agency covenants and agrees the have been awarded under this agreement.	nat it will expeditiously Inhlate	and complete the project f	or which funds	
28. Special Conditions (Attach additional at	neets if needed)			
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		*	•	
	Part V - Offer	and Acceptance		
Note: 1) For Disbursement actions, the agre Grants Administration Division for Headquarter receipt or within any extension of time as may acceptance signature.	ement/amendment must be is agreements or to the app the granted by ERA. The second	signed by the other agency propriate EPA Regional IAG	official in duplicate and on administration office within	e original returned to the 13 calendar weeks after
acceptance signature.		A comenominate minist	be lowarded to the addre	ss ofted in item 29 after
Receipt of a written refusal or failure to return to change to the agreement/amendment by the or determines to meterfally after the agreement/an	ne properly executed docum ther agency subsequent to t nendment, shall yold the an	ent within the prescribed tin he document being signed I	ne may result in the withdre by the EPA Action Official,	wal of offer by EPA. Any which the Action Official
 For Reimbursement actions, the other agent office for signature. The agreements/amendm	by will initiate the action and	forward two original agreen	nente/amendments to the a administration office for a	ppropriate EPA program
	to and opini effected at	ter acceptance,		
PA IAG Administration Office (for administra	to and opini effected at	EPA Program Office	(for technical assistance)	
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PA IAG Administration Office (for administration Companies of Companie	Certifie statements made on this to the control of the Environment of	EPA Program Office 30. Organization/Add US Environments Region 10 1200 Sixth Avenu Seattle, WA 9810 Fication form and all attachments the plaise or misleading statem comment Protection Agency - Office of Environmental Covironment Protection Agency	Protection Agency e, Suite 900, ECL-111 ereto are true, accurate, and ents may be punishable by Program Office Cleanup	Date 08/18/2008
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DW-96-95758301 - 2 Page 4

IAG Terms and Conditions

All Terms and Conditions Remain the Same

END OF ASSISTANCE AGREEMENT NO. DW-96-957583-01-2

EPA SUPERFUND PROGRAM AMENDMENT

Increases Funding

To: Seattle

Attn: CENWS-PM-EM (Matt Allen) P.O. Box 3755, Seattle, WA 98124-3755

EPA IAG No. DW96957583-01-2	
P2 Project Name: ESO DW96957583-000	. The major control and a second state of the control and a second secon
Date: 20 August 2008	EPA Region 10 Seattle
Site Name: HARBOR ISLAND, WA	enganisma naga nadamaran perlahan ana pantangan pengangan penganga
Site ID Number: WAD980722839	Annabel Construction of the Construction of th
CCSC: B2C - Hazardous Waste Enforcement	Spt-General
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA

Direct Fund Cite (Contract) Funding (68X8145):	our bearing in a figure days. Cut once recircular agent accompanies accompanies or retire of \$\psi\$ 7 for \$\prices\$, \$\frac{1}{2}\$ and \$\prices\$ is \$\psi\$ to \$\prices\$.
Previous Amount:	0.00
Amount of Funding:	0.00
Revised Amount	0.00

Revised Reimbursable Funding (96X3122):									
Previous Amount:	65,000.00								
Amount of Funding:	30,000.00								
Revised Amount	95,000.00								

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1	Total Funding				0,500,00
£	TOTAL TAILUINE				95,000.00
1.				f .	
400	TO A STATE OF THE PARTY OF THE	Valencialisticismo		THE RESIDENCE OF THE PROPERTY	

Start Date:

3/7/2007

Expiration Date:

2/29/2012

EPA Source Appropriation: 68-20X8145

IAG Acceptance Procedures:

1st Signed Original;

U.S. EPA, Region 10

Seattle, Kathy Tsing-Choy

Grants Administration Section,

And the set of the beginning at 15 to 2.5 to	1200 Sixth Avenue, Seattle, WA 98101
2 nd Signed Original:	Retained for District File
Acceptance Copy:	Marvene Seaman, CEHNC- CX-ES

PIF Information POC:

marvene.l.seaman@usace.army.mil Phone: (402) 697-2425 Fax: (402) 697-2613

Marvene Seaman CEHNC-CX-ES

CF: CEHNC-CX-ES (E. Hines) CENWD-PDE (D. Kobler)





United States Environmental Protection Agency Washington, DC 20460

Interagency Agreement

Amendment Part 1 - General Information

3. Type of Action

1. EPA IAG Identification Number DW-96-95758301 - 3 4. Funding Location by Region . EPA R10

2. Other Agency IAG ID Number

5. Program Office Abbreviation

Augmentation: Increase

Region 10

5. Name and Address of EPA Organization

US Environmental Protection Agency

IASSC WEST

1200 Sixth Avenue, Suite 900

Seattle, WA 98101

DUNS: 029128894 BETC: DISB

7. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX

1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES)

Omaha, NE 68102-9200

DUNS: DOD964126 BETC: COLL



8. Project Title and Description

East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS).

HARBOR ISLAND, WA

To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required.

This amendment increases Federal funding by \$70,000, revises the budget summary, changes the IA Specialist to David Donnell, and updates terms and conditions.

9. EPA Project Officer (Name, Address, Phone Number)

Ravi Sanga

1200 Sixth Avenue, Suite 900, ECL-111

Seattle, WA 98101

206-553-4092

11. Project Period

10. Other Agency Project Officer (Name, Address, Phone Number)

Marvene Seaman

1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES)

Omaha, NE 68102-9200

402-697-2425

12. Budget Period 03/01/2007 to 02/29/2012

03/01/2007 to 02/29/2012

13. Scope of Work

Scope of Work remains the same.

EPA EMPLOYEE/TAX ID NO: 520852695

EPA CAGE NO: 347A4

Indirect cost is based on this amendments personnel and fringe.

EPA IA Specialist for this IA is David Donnell 206-553-1141

14. Statutory Authority for Both Transfer of Funds and Project Activities

15. Other Agency Type Federal Agency

CERCLA: Secs. 105(a)(4) & 115; Executive Order 12580 as amended Funds Previous Amount **Amount This Action** Amended Total 16. EPA Amount \$95,000 \$70,000 \$165,000 17. EPA In-Kind Amount \$0 18. Other Agency Amount \$0 \$0 19. Other Agency In-Kind Amt. \$0 \$0 20. Total Project Cost \$95,000 \$70,000 \$165,000

21. Fiscal											
Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation		
	QXA012	09	TR2B	10Q0XDG	302DD2C	2506	10DGBD10	C003	70,000		
						N. Calle			70,000		

EPA Form 1610-1 (Rev. 10-86). Previous editions are obsolete.

Obligated_

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EPA IAG Identification No. DW-98-95758301 - 3 Page 2 **EPA IAG Identification Number** DW-96-95758301 - 3 Itemization of Itemization of Total Project **Estimated Cost to Date** This Action \$58,969 \$24,701 \$15,315 \$33,075 \$3,101 \$1,000 \$0 \$0 \$0 \$3,073 \$1,373 \$42,389 \$98,218 \$27,611 \$66,782 \$165,000 \$70,000

24. Are any of these funds being used t	on extramural agreeme	nts? (See item 22f.)	☐ Yes⊠ No	
Type of Extramural Agreement	Grant Co	operative Agreement		Procurement
Contractor/Recipient Name (if known) Total Ext	amural Amount Under	This Project	Percent Funded by EPA (if known)
			Total \$ 0.0	00
	Part III - Funding	Methods and Billi	ng Instructions	
25.	(Note: EPA Ag	ency Location Co	de (ALC) - 68010	727)
☑ Disbursement Agreement	Request for repaym Management Office	nent of actual costs m Cincinnati, OH 45268-	ust be itemized on 17002:	SF 1080 and submitted to the Financial
Repayment 2	⊠ Monthly	Quarterly		Upon Completion of Work
Advance	for this type of pay	rment method. Unexpe	ended funds at comp	nd or with appropriate justification of need pletion of work will be returned to EPA. unagement Center, EPA, Cincinnati, OH
Allocation Transfer-Out	approval by the Of Hdqtrs. Forward app	fice of Comptroller, Bu	idget Division, Budge Financial Reports and	ween Federal agencies. Must receive prior et Formulation and Control Branch, EPA d Analysis Branch, Financial Management
26. Reimbursement Agreement Repayment Advance Allocation Transfer-In				
Funding Agency's Treesury Symbol	68-20X8145	One-Year	Two-Year	⊠ No-Year
Other Agency's IAG Identification Numb	per		EPA Program Office	e Allowance Holder/Resp. Center No.
Other Agency's Billing Address (include	ALC or Station Symb	ol Number)	Other Agency's Bil	ling Instructions and Frequency

Part II - Approved Budget

22. Budget Categories

(a) Personnel

(c) Travel (d) Equipment

(a) Supplies

(h) Other

(g) Construction

(b) Fringe Benefits

(f) Procurement / Assistance

(j) Indirect Costs: Rate 69% Base \$40,016.00

(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)

(i) Total Direct Charges

	- 15.4	and the second	tion No.DW-66-65756501 - 3 Page 3
Par	t IV - Acceptance Conditions		EPA Identification Number
			DW-96-95758301 - 3
27. General Conditions			
		nd complete the project for which	h funds
28. Special Conditions (Attach additi	ional sheets if needed)		
•			
Vote: 1) For Diebursement actions. I	Part V - Offer an	-	
Frante Administration Division for Head	dquarters agreements or to the approx	pred by the other agency official Mate EPA Regional IAG admini	in duplicate and one original returned to the stration office within 3 calendar weeks after
ecept of within any extension of time . (cceptance signature	as may be granted by EPA. The agre-	ement/amendment must be for	stration office within 3 calendar weeks after varied to the address cited in item 29 after
Receipt of a written refused or fellow to	andress that meanwale access to find		
hange to the agreement/amendment b	ly the other agency subsequent to the	Within the prescribed time may:	result in the withdrawal of offer by EPA. Any FFA Action Official, which the Action Official
) For Reimbursement actions, the other	or agency will initiate the action and for	ward two original agreements/ar	mendments to the appropriate EPA program
shalf of the EPA. One original copy will	nenizments will shen be forwarded to the returned to the other agency after	the appropriate EPA IAG admin	mendments to the appropriate EPA program intration office for acceptance signature on
PA IAG Administration Office (for add			
. Organization/Address	The state of the s	EPA Program Office (for tec	hnicel assistance)
US EPA R10		30. Organization/Address	
Grants and Interegency Agreements	. 1 1	US Environmental Protec	tion Azency
1200 Sixth Avenue, Suite 900	i Oriit	Region 10	
Seattle, WA 95101		1200 Sixth Avenue, Sulte	800, ECL-111
		Seattia, WA 98101	
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	Certific		
All signers certify	/ that the eletements mude on the form		the in against and
complets. Sign	ers acknowledge that any knowingly fall	ise or misiesding statements ma	i true, accurate, and ly be punishable by
	ment or both under applicable law. on Official on Behelf of the Environn		
. Signature	Typed Name and Title	nem Protection Agency Progra	rn Office
-			Date
$\overline{}$	Action on Behalf of the Enviro	riel D. Opalski, Director - Office	of Environmental Cleanup 08/13/2009
Algneture (/	Typed Name and Title	ranient Protection Agency	
X			Deta /
	Authorising Officer - G	irants and interagency Agreeme	rets Unit 8/2-4/09
	Authorizing Official on Beh	an of the Other Agency	
Signatura /	Toward Marrie and The		
Signatury	Typed Name and Title Matthew Allen, Superfund Pro		8126/09

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Chi 96 957883-01-4

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			United States Environmental Protection Agency			DW-96-95758301 - 4				by Region EPA R10			
	ED 37%		Washington, DC 20460			3. Other Agency IA ID Number (if known)				arding Offic			
A. UPR.		II	Interagency Agreement/ Amendment				J. 2			West			
3 1				Am	ename	ent	5. Type of Act	lion		C IA S	Specialist:		
§ 4		_				f		aon Augmentation: 1	ncrease	4	Specialist. Tsing-Choy	l	
WATEL .	- THE CHA	i	Part 1	ı - Gei	nerai in	formation		Addition minor.			53-4688	I	
_	Print.					·					Choy.Kathy(@epa.gov	
7. Name and Ad	drace of EPA O	rnaniza	tion				8. Name and	Address of Oth	er Agency	<u>1</u>		000	
US Environment	al Protection Age	auch Tagrirer					U.S. Army Cor	os of Engineers	EM CX	(50)			
IASSC West	_							ve., Suite 9200	(CEHNO-C	(-ES)	-	=	
1200 Sixth Avenu	•	MP-145	1				Omaha, NE 6	8102-9200			(SIF	
Seattle, WA 9810 9. DUNS: 02912		lai	DET	C: DISE	B		11. DUNS: DO	1D084126	112.	BETC: COLI			
). OE 1	. DISI			11. 2013. 00	70804120	-				
13. Project Title East Waterway C	operable Unit Su	n ppleme	ntal Re	emedial	Investiga	tion and Feasit	ollity Study (RI/FS	\$).				ı	
		• •										1	
HARBOR ISLAN To conduct a fina	ID, VVA ol monadial impar	tication	and fo	aelhilitu	study (R	I/FS) on an act	ve waterway who	ere ongoing mai	ntenance do	edging and st	roreline stru	ctural	
repair is required		ageton	en la la	, as only	, otacy (i.e	,	•					ļ	
This amendment		ral fired	ina hu	୧୫೧ ନମ	0 chanca	s the IA Sneds	list to Kathy Tsin	a-Chov, and up	dates the Te	rms and Con	ditions.	ì	
This amendment	increases rece	rai tuno	ing by	\$ 50,00	o, change	s are in opeac							
14. EPA Project	Officer (Name,	Addres	s, Tel	ephone	Number)		ncy Project Of	ficer (Name	, Address, T	elephone)	1	
Ravi Sanga							Marvene Sear		(CEHNC-C)	(FS)		,	
1200 Sixth Avenu							1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200						
Seattle, WA 9810 206-553-4092	, ויט						402-697-2425						
E-Mail: Sanga.R	avi@epa.gov						E-Mail: Marvene.L.Seaman@nwd02.usace.army.mil						
FAX:							FAX: 402-697-2613						
16. Project Peri	od: 03/01/2007	to 02/29	9/2012				17. Budget Period: 03/01/2007 to 02/29/2012						
18. Scope of Wo													
SCOPE OF WO	RK REMAINS II	HE SAN	ic										
Indirect cost is be	ased on this ame	endmen	ts pers	sonnel a	and fringe	٠ .							
19. Employer/Ta	r ID No. 52085	2695			20. CAGE	No: 347A4		21. AL	C: 68-01-07	27			
22. Statutory Au	uthority for Tran	nafer of	Fund	s and l	nteragen	y Agreement				1	her Agency		
CERCLA: Secs.	105(a)(4) & 115	and Ex	ecutive	e Order	12580			*.		Fed	ieral Agency		
24. Revise Reim	bursable Fund	s and C	irect i	Fund C	ites (only	complete if a	pplicable)	is Action		Δme	nded Total		
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25. EPA Amoun	ıt					\$165,000		\$	50,000			\$215,000 \$0	
26. EPA In-Kind	i Amount											\$0	
27. Other Agend	cy Amount						<u> </u>					\$0	
28. Other Agend	cy In-Kind Amo	unt										\$215,000	
29. Total Project	t Cost					\$165,000	L	\$	50,000			₽ £ 10,000	
30. Fiscal Infor						T		012	Cha Pare		I ONO	Ch Ame	
30, Fiscal Information Treas, Symbol 68-68X8145	mation DCN 1110QBA005		Y 11		opriation TR2B			Object Class 2506	Site/Proje		org Ob/De	e-Ob Amt 50,000	

EPA Form 1610-1 (Rev. 11-09), Previous editions are obsolete.

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Entered _____ 6/8/11

Obligated _____ 6/8/11

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EPA IAG Identification No. DW-96-95758301 - 4 Page 2 **EPA IAG Identification Number** Part II - Approved Budget DW-96-95758301 - 4 Itemization of Total In-Kind Itemization of Itemization of This Itemization of 31. Budget Categories Project Cost to Date This Action All Previous Actions Action \$77,101 \$58,969 \$18,132 (a) Personnel \$43,047 \$33,075 \$9,972 (b) Fringe Benefits \$6,601 \$3,500 \$3,101 (c) Travel \$0 \$0 (d) Equipment \$0 \$0 (e) Supplies \$0 \$0 (f) Procurement / Assistance **S**0 \$0 (g) Construction \$3,763 \$3,073 \$690 (h) Other \$130,512 \$0 \$32,294 \$98,218 (i) Total Direct Charges \$84,488 \$17,706 \$66,782 (j) Indirect Costs: Charged - Amount Rate: 69% Base: \$40,016,00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$ \$215,000 \$0 \$50,000 \$165,000 (k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %) 32. How was the IDC Base calculated? 33. is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? Yes No (Identify all equipment costing \$1,000 or more) ☐ Yes⊠ No 34. Are any of these funds being used on extramural agreements? Type of Extramural Agreement Percent Funded by EPA (If known) Total Extramural Amount Under This Project Contractor/Recipient Name (if known) Total \$ 0.00 Part III - Funding Methods and Billing Instructions (Note: EPA Agency Location Code (ALC) - 68010727) Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002: Disbursement Agreement Upon Completion of Work Quarterly **Monthly** Repayment Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Advance Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward Allocation Transfer-Out appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460. Advance Repayment 36. Reimbursement Agreement Allocation Transfer-In Other Agency's Billing Instructions and Frequency Other Agency's Billing Address (include ALC or Station Symbol Number)

EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete

EPA IAG identification No.DW-96-95758301 - 4 **EPA Identification Number** Part IV - Acceptance Conditions DW-96-95758301 - 4 37. Terms and Conditions (See attached terms and conditions, Attachment B) Part V - Offer and Acceptance Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance Failure to return the property executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment. B) For Funds-in actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance. EPA Program Office (for technical assistance) EPA IA Administration Office (for administrative assistance) 39. Organization/Address 38. Organization/Address U.S. Environmental Protection Agency US Environmental Protection Agency R10 - Region 10 1200 Sixth Avenue, Suite 900, OMP-145 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 Seattle, WA 98101 Award Official on Behalf of the Environment Protection Agency 40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit Date 06/06/2011 Authorizing Official on Behalf of the Other Agency Typed Name and Title EPA Form 1610-1 (Rev. 11-09) Erevious editions are obsolete

IA Terms and Conditions

USACE Special Terms and Conditions - updated December 2010

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site — and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel travel authorizations (including purpose of trip), local travel vouchers, traveler's
 reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills,
 appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by
 providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of
 Payment" or equivalent.
- Contractor Services copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

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- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which
 includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period.
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- Summaries of all problems or potential problems encountering during the reporting period.
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

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- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentially. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.
- i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.
- j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreement arise concerning the interpretation of the provisions of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intra-Governmental Transactions delineated in the Treasury Financial manual, Volume 1, Bulletin 2007-03, Section VII, Resolving Intra-governmental Disputes.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: http://www.epa.gov/fedfac/documents/qualityassurance.htm and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP Manual" and also at Part 2A, Part 2A(e), and Part 2B.

END OF INTERAGENCY AGREEMENT NO. DW-96-95758301-4

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14. EPA Project Ravi Sanga 1200 Sixth Aveni Seattle, WA 9810 206-553-4092 E-Mail: Sanga.R	ue, Suite 900 (EC 01		15. Other Agency Project Officer (Name, Address, Telephone) Marvene Seaman 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 402-697-2425 E-Mail: Marvene.L.Seaman@usace.army.mil FAX: 402-697-2613								
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EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete.

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EPA IAG Identification No. DW-96-95758301 - 5 Page 2 **EPA IAG Identification Number** Part II - Approved Budget DW-96-95758301 - 5 Itemization of Total In-Kind Itemization of Itemization of This Itemization of 31. Budget Categories **Project Cost to Date** Action This Action All Previous Actions \$77,101 \$77,101 (a) Personnel \$43,047 \$43,047 (b) Fringe Benefits \$6,601 \$6,601 (c) Travel \$0 \$0 (d) Equipment \$0 \$0 (e) Supplies \$0 \$0 (f) Procurement / Assistance \$0 50 (g) Construction \$3,763 \$3,763 (h) Other \$130,512 \$0 \$0 (i) Total Direct Charges \$130.512 \$84,488 \$0 \$0 \$84,488 (j) Indirect Costs: Charged - Amount Rate: 69% Base: \$40,016.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$ \$215,000 \$0 \$215,000 \$0 (EPA Share 100.00 %) (Other Agency Share 0.00 %) 32. How was the IDC Base calculated? 33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? (Identify all equipment costing \$1,000 or more) ☐ Yes⊠ No 34. Are any of these funds being used on extramural agreements? Type of Extramural Agreement Percent Funded by EPA (if known) Total Extramural Amount Under This Project Contractor/Recipient Name (If known) Total \$ 0.00 Part III - Funding Methods and Billing Instructions (Note: EPA Agency Location Code (ALC) - 68010727) Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management □ Disbursement Agreement Office, Cincinnati, OH 45268-7002: Upon Completion of Work Quarterly **⋈** Monthly Repayment Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports Advance will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward Altocation Transfer-Out appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460. Advance Repayment 36. Reimbursement Agreement Allocation Transfer-In Other Agency's Billing Instructions and Frequency Other Agency's Billing Address (include ALC or Station Symbol Number)

EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete

EPA IAG Identification No.DW-96-95758301 - 5 **EPA Identification Number** Part IV - Acceptance Conditions DW-96-95758301 - 5 37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment. Part V - Offer and Acceptance Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance Failure to return the property executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially after the agreement/amendment, shall void the agreement/amendment. B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance. EPA Program Office (for technical assistance) EPA IA Administration Office (for administrative assistance) 39. Organization/Address 38. Organization/Address U.S. Environmental Protection Agency US Environmental Protection Agency IASSC West R10 - Region 10 1200 Sixth Avenue, Sulte 900, OMP-145 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 Seattle, WA 98101 Award Official on Behalf of the Environment Protection Agency Date 40. Digital signature applied by EPA Award Official | Katherine Tsing-Choy - GIA Specialist 01/26/2012 Authorizing Official on Behalf of the Other Agency Typed Name and Title Matthew Allen, Superfund Program Manager 41. Signature NWSX EPA Form 1610-1 (Rev. 11-09) Revious editions are obsolet

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USACE Special Terms and Conditions - updated January 2012

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- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentially. The USACE will then inform EPA immediately in

writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

- If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.
- j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreement arise concerning the interpretation of the provisions of this agreement, the dispute shall be resolved pursuant to the Business Rules for Intra-Governmental Transactions delineated in the Treasury Financial manual, Volume 1, Bulletin 2007-03, Section VII, Resolving Intra-governmental Disputes.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: http://www.epa.gov/fedfac/documents/qualityassurance.htm and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. Sufficient Progress

EPA expressly reserves the right to terminate this IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising the right to terminate, EPA will follow the procedures for terminating the IA in the Terms and conditions.

END OF ASSISTANCE AGREEMENT NO. DW-96-95758301-5

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	EPA IAG Identification No. D					
	Part II - Approved	Budget		EPA IAG Identification Number		
				DW-96-95758301 - 6		
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date		
(a) Personnel	\$77,101	\$35,349		\$112,45		
(b) Fringe Benefits	\$43,047	\$19,442		\$62,48		
(c) Travel	\$6,601	\$720		\$7,32		
(d) Equipment	\$0			\$6		
(e) Supplies	\$0			\$6		
(f) Procurement / Assistance	. \$0			\$6		
(g) Construction	\$0			\$6		
(h) Other	\$3,763	\$1,067		\$4,830		
(i) Total Direct Charges	\$130,512	\$56,578	\$0	\$187,09		
(j) Indirect Costs:	\$84,488	\$33,422		\$117,910		
Charged - Amount Rate: 61% Base: \$40,016.00 Not Charged: Funds-Out: Not charged by Other A Estimate by other Agency						
Amount \$ (k) Total	\$215,000	\$90,000	\$0	\$305,000		
(EPA Share 100.00 %) (Other Agency Share 0.00 %)						
32. How was the IDC Base calculate						
33. Is equipment authorized to be for		purchased, or rented	with EPA funds? 🛄 Yes	⊠ No		
(Identify all equipment costing \$		nts?. YesX N				
34. Are any of these funds being us	sed on extramural agreeme	nts/ L resizin	9			
Type of Extramural Agreement Contractor/Recipient Name (if	Total Extra	mural Amount Under T	hie Project	Percent Funded by EPA (if known)		
known)	Total Extra	in the state of th	mo i rojuci	T Clock I Middle by El Afti Middle)		
		•	Total. \$ 0.00			
	Part III - Fundir	ng Methods and Bi	lling Instructions			
35.	(Note: EPA Agenc	y Location Code (ALC) - 68010727)			
☐ Disbursement Agreement		of actual costs must be		submitted to the Financial Management		
Repayment	Monthly Monthly	Quarterly	Upon Comp	eletion of Work		
Advance	type of payment method	I. Unexpended funds at	vorking capital fund or with completion of work will be center, EPA, Cincinnati, OH	appropriate justification of need for this returned to EPA. Quarterly cost reports 45268-7002.		
Allocation Transfer-Out	by the Office of Compl	roller. Budget Division.	Budget Formulation and	al agencies. Must receive prior approval Control Branch, EPA Hdqtrs. Forward Management Division, PM-226F, EPA,		
36. Reimbursement Agreement Allocation Transfer-In	Repayment	Advance				
Other Agency's Billing Address (incl	ude ALC or Station Symbo	ol Number)	Other Agency's Billing Is	nstructions and Frequency		
PA Form 1610-1 (Rev. 11-09). Previous ed	itions are obsolete					

EPA IAG Identification No.DW-98-95758301 - 6 **EPA Identification Number** Part IV - Acceptance Conditions DW-96-95758301 - 6 37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment. Part V - Offer and Acceptance A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially after the agreement/amendment, shall void the agreement/amendment. B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance. EPA Program Office (for technical assistance) EPA IA Administration Office (for administrative assistance) 39. Organization/Address 38. Organization/Address **US Environmental Protection Agency** U.S. Environmental Protection Agency IASSC West R10 - Region 10 1200 Sixth Avenue, Suite 900, OMP-145 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 Seattle, WA 98101 Award Official on Behalf of the Environment Protection Agency Date 40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit 02/28/2012 Authorizing Official on Behalf of the Other Agency Typed Name and Title EPA Form 1610-1 (Rev. 11-09) -Previous editions are obsolete.

IA Terms and Conditions

All Terms and Conditions Remain the Same

END OF ASSISTANCE AGREEMENT NO. DW-96-95758301-6

DW96957583 RIO Page 1 United States Environmental 1. EPA IA Identification Number 2. Funding Location **Protection Agency** DW-96-95758301 - 7 by Region EPA R10 Washington, DC 20460 Interagency Agreement/ 3. Other Agency IA ID Number (if known) 4. Awarding Office **Amendment IASSC West** 5. Type of Action 6. IA Specialist Part 1 - General Information Augmentation: Increase Kathy Tsing-Choy 206-553-4688 Tsing-Choy.Kathy@epa.go 7. Name and Address of EPA Organization 8. Name and Address of Other Agency US Environmental Protection Agency U.S. Army Corps of Engineers EM CX **IASSC West** 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) 1200 Sixth Avenue, Sulte 900, OMP-145 Omaha, NE 68102-9200 Seattle, WA 98101 9. DUNS: 029128894 10. BETC: DISB 11. DUNS: DOD964126 12. BETC: COLL 13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND EWW - WAD980722839 To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases Federal funding by \$150,000 and updates terms and conditions. 14. EPA Project Officer (Name, Address, Telephone Number) Other Agency Project Officer (Name, Address, Telephone) Ravi Sanga Marvene Seaman 1200 Sixth Avenue, Suite 900 (ECL-111) 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Seattle, WA 98101 Omaha, NE 68102-9200 208-553-4092 402-697-2425 E-Mail: Sanga.Ravi@epamail.epa.gov E-Mail: Marvene.L.Seaman@nwd02.usace.army.mil FAX: FAX: 402-697-2613 16. Project Period: 03/01/2007 to 02/28/2017 17. Budget Period: 03/01/2007 to 02/28/2017 18. Scope of Work (See Attachment) SCOPE OF WORK REMAINS THE SAME indirect cost is based on this amendments personnel and fringe. 19. Employer/Tax ID No. 520852695 20. CAGE No: 347A4 21. ALC: 68-01-0727 22. Statutory Authority for Transfer of Funds and Interagency Agreement 23. Other Agency Type CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580 Federal Agency 24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable) Previous Funding This Action Amended Total Revise Reimbursable (in-house) O Direct Fund Cite (contractor) ō Total ō Funds **Previous Amount** Amount This Action **Total Amount** 25. EPA Amount \$305,000 \$150,000 \$455,000 26. EPA In-Kind Amount \$0 27. Other Agency Amount \$0 28. Other Agency In-Kind Amount \$0 29. Total Project Cost \$305,000 \$150,000 \$455,000 30. Fiscal information

EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete.

DCN

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Treas. Symbol |

68-68X8145



PRC

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Budget Org

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Appropriation

TR2B

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DEC 0 4 2013

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Ob/De-Ob Amt

150,000 150,000

Object Class | Site/Project | Cost Org

2506

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EPA IAG Identification No. DW-96-95758301 - 7 Page 2 Part II - Approved Budget **EPA IAG Identification Number** DW-98-95758301 - 7 31. Budget Categories Itemization of Itemization of This in-Kind itemization of Itemization of Total All Previous Actions Action This Action Project Cost to Date (a) Personnel \$112,450 \$57,630 \$170,080 (b) Fringe Benefits \$62,489 \$34.578 \$97,067 \$7,321 (c) Travel \$1,084 \$8,405 (d) Equipment \$0 (e) Supplies \$0 \$0 (f) Procurement / Assistance \$0 \$0 (g) Construction \$0 \$0 (h) Other \$4,830 \$4,830 (i) Total Direct Charges \$187,090 \$93,292 \$280,382 (j) Indirect Costs: \$117,910 \$56,708 \$174,618 Charged - Amount Rate: 61.5% Base: \$92,208.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$ (k) Total \$305,000 \$150,000 \$0 \$455,000 (EPA Share 100.00 %) (Other Agency Share 0.00 %) 32. How was the IDC Base calculated? Personnel and Fringe Benefits 33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? Yes No. (identify all equipment costing \$1,000 or more) 34. Are any of these funds being used on Procure/Assistance agreements? ☐ Yes⊠ No Type of Procure/Assistance Agreement Contractor/Recipient Name (if Total Procure/Assistance Amount Under This Project Percent Funded by EPA (if known) known) Total \$ 0.00 Part III - Funding Methods and Billing Instructions (Note: EPA Agency Location Code (ALC) - 68010727) Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002: Disbursement Agreement Repayment | Monthly Quarterly Upon Completion of Work Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this Advance type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Allocation Transfer-Out Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460. 36. Reimbursement Agreement □ Repayment Advance Allocation Transfer-In Other Agency's Billing Address (include ALC or Station Symbol Number) Other Agency's Billing Instructions and Frequency

EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete

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EPA IAG Identification No.DW-96-95758301 - 7 Page 3 **EPA identification Number** Part IV - Acceptance Conditions DW-96-95758301 - 7 37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment. Part V - Offer and Acceptance Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the egreement/amendment. B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA, EPA will return one original copy after acceptance returned to the other agency after acceptance. EPA IA Administration Office (for administrative assistance) EPA Program Office (for technical assistance) 38. Organization/Address 39. Organization/Address U.S. Environmental Protection Agency **US Environmental Protection Agency IASSC West** R10 - Region 10 1200 Sixth Avenue, Suite 900, OMP-145 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 Seattle, WA 98101 Award Official on Behalf of the Environment Protection Agency 40. Digital signature applied by EPA Award Official | Armina K. Nolan - Manager - Grants and Interagency Agreements Unit Date 12/03/2013 Authorizing Official on Behalf of the Other Agency 41. Signéture Typed Name and Title Date EPA Form 1810-1 (Rev. 11-09) Previous editions are obsciete.

Administrative Conditions

USACE Special Terms and Conditions - updated August 2013

The U.S. Army Corps of Engineers (USACE) agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel travel authorizations (Including purpose of trip), local travel vouchers, traveler's
 reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills,
 appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by
 providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of
 Payment" or equivalent.
- Contractor Services copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site

activities.

b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:

- A cover letter which includes the Site Name and IA Number.
- Summary of work performed for current period.
- Estimate of the percentage of the project completed.
- Accounting of funds expended during the reporting period and on the project to date, which
 includes budget category cost breakdown.
- Summaries of all change orders and claims made on contracts during the reporting period .
- Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
- Summaries of all problems or potential problems encountering during the reporting period .
- Projected work for the next reporting period.
- Copy of the SF 1080 billings statement clearly marked "copy".

c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager . If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.

d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation to provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for In-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does <u>not</u> apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair -market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: https://www.fpds.gov/fpdsng_cms/.

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentially. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If

EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

- i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.
- j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tim/index.html.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at:

http://www.epa.gov/fedfac/documents/qualityassurance.htm and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

17. Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement /assistance) (updated 10/30/2013)

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-46 (Continuing Appropriations Act, 2014), Public Law 113-6 (Department of Defense, Military Construction and Veterans Affairs, and Full-Year Continuing Appropriations Act, 2013) and Public Law 112-175 (Continuing Appropriations Resolution, 2013) which continues provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74 (FY12 Appropriations Act), Division E, Title IV, Sections 433 and 434. As a result, this IA is subject to the provisions of Division E, Sections 433 and 434 of the Appropriations Act, regarding federal felony convictions and unpaid federal tax liabilities. Specifically,

Section 433 provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

Section 434 of Division E of the Appropriations Act further provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government,

Accordingly, by accepting the award of this IA, the USACE agrees that it will comply with and implement the prohibitions of Sections 433 and 434 for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA. Non-compliance with the provisions of Sections 433 and 434 may implicate the Antideficiency Act. USACE will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

18. Inherently Governmental

in accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that

are inherently governmental, exempt from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Governmental administers contractor performance.

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Increases Funding

(Use EPA Source Appropriation 68-68X8145 for Funding Increase)

To: Seattle District

Attn:

CENWS-PM-EM (Pam Kromholtz)

EPA IAG No. DW96957583-01-7				
P2 Project Name: ESO DW96957583-000				
Date: 3 December 2013	EPA Region 10 Seattle			
Site Name: HARBOR ISLAND, WA				
Site ID Number: WAD980722839				
CCSC: B2C - Hazardous Waste Enforcement Spt-General				
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA			

Direct Fund Cite (Contract) Funding (68X8145):				
Previous Amount:	0.00			
Amount of Funding:	0.00			
Revised Amount	0.00			

Revised Reimbursable Funding (96X3122):					
Previous Amount:		305,000.00			
Amount of Funding:	(EPA Source Appropriation 68-68X8145)	150,000.00			
Revised Amount		455,000.00			

1	
Total Funding	455,000.00
I TORAL CURAINE	955400.00
	11 100,000

Expiration Date: 02/28/2017

PIF Information POC:

marvene.l.seaman@usace.army.mil

Marvene Seaman

Phone: (402) 697-2425

Fax: (402) 697-2613

CEHNC-EMS (E. Hines) CENWD-PDM (L. Lien)

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DW96957583 Page 1 United States Environmental 1. EPA IA Identification Number 2. Funding Location **Protection Agency** DW-96-95758301 - 8 by Region EPA R10 Washington, DC 20460 3. Other Agency IA ID Number (If known) 4. Awarding Office Interagency Agreement/ IASSC West Amendment 5. Type of Action 6. IA Specialist: Part 1 - General Information Augmentation: Increase Aaron Simril 206-553-0459 Simril.Aaron@epa.gov 7. Name and Address of EPA Organization 8. Name and Address of Other Agency US Environmental Protection Agency U.S. Army Corps of Engineers EM CX **IASSC West** 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) 1200 Sixth Avenue, Suite 900, OMP-173 Omaha, NE 68102-9200 loq Seattle, WA 98101 9. DUNS: 029128894 10. BETC: DISB 12. BETC: COLL 11. DUNS: DOD964126 13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND EWW - WAD980722839 To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases Federal funding by \$165,000, changes the IA Specialist to Aaron Simril, and updates the Terms and Conditions. 14. EPA Project Officer (Name, Address, Telephone Number) 15. Other Agency Project Officer (Name, Address, Telephone) Ravi Sanga Marvene Seaman 1200 Sixth Avenue, Suite 900 1616 Capitol Ave., Suite 9200 (CEHNC-CX-ES) Omaha, NE 68102-9200 Seattle, WA 98101 206-553-4092 402-697-2425 E-Mail: Sanga.Ravi@epamail.epa.gov E-Mail: Marvene L. Seaman@usace.army.mil FAX: 402-697-2613 FAX: 16. Project Period: 03/01/2007 to 02/28/2017 17. Budget Period: 03/01/2007 to 02/28/2017 18. Scope of Work (See Attachment) The Scope of Work remains the same. 19. Employer/Tax ID No. 520852695 20. CAGE No: 347A4 21. ALC: 68-01-0727 22. Statutory Authority for Transfer of Funds and Interagency Agreement 23. Other Agency Type CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580 Federal Agency 24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable) This Action Amended Total **Previous Funding** Revise Reimbursable (in-house) 0.00 0.00 **Direct Fund Cite (contractor)** 0.00 Total Previous Amount **Amount This Action Total Amount Funds** 25. EPA Amount \$455,000.00 \$165,000.00 \$620,000.00 26. EPA In-Kind Amount \$0.00 27. Other Agency Amount \$0.00 \$0.00 28. Other Agency In-Kind Amount \$0.00 \$165,000.00 \$620,000.00 29. Total Project Cost \$455,000.00 30. Fiscal Information **Object Class** Ob/De-Ob Amt

REVIEWED

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Appropriation

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Treas. Symbol

068-68X8145

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1510QKA012

By Jeffrey Marsala at 1:59 pm, Jun 23, 2015

Budget Org

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Site/Project

2506

10DGBD10

Cost Org

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165,000.00

165,000

EPA IAG Identification No. DW-96-95758301 - 8 Page 2						
	Part II - Approved	Budget	EPA IAG Identification Number			
	• •	•		DW-96-95758301 - 8		
31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	in-Kind itemization of This Action	Itemization of Total Project Cost to Date		
(a) Personnel	\$170,080.00	\$63,390.00		\$233,470.00		
(b) Fringe Benefits	\$97,067.00	\$38,034.00		\$135,101.00		
(c) Travel	\$8,405.00	\$1,200.00		\$9,605.00		
(d) Equipment	\$0.00			\$0.00		
(e) Supplies	\$0.00			\$0.00		
(f) Procurement / Assistance	\$0.00			\$0.00		
(g) Construction	\$0.00			\$0.00		
(h) Other	\$4,830.00			\$4,830.00		
(i) Total Direct Charges	\$280,382.00	\$102,624.00	\$0.00	\$383,006.00		
(j) Indirect Costs:	\$174,618.00	\$62,376.00		\$236,994.00		
Charged - Amount Rate: 61.5% Base: \$101,425.00 Not Charged: Funds-Out: Not charged by Other A Estimate by other Agenc Amount \$						
(k) Total	\$455,000.00	\$165,000.00	\$0.00	\$620,000.00		
(EPA Share 100.00 %) (Other Agency Share 0.00 %)	ψ 100,000.00	ψ100 000.00	\$ 0.00	4020 ,000.00		
32. How was the IDC Base calculate						
33. Is equipment authorized to be f		d, purchased, or rented	with EPA funds? Yes	s⊠ No		
(Identify all equipment costing	<u> </u>		Yes No	VEC. 100.00		
34. Are any of these funds being us		agreements?	Yeszy No			
Type of Procure/Assistance Agreen Contractor/Recipient Name (if		Assistance Amount Und	ler Thie Project	Percent Funded by EPA (if known)		
known)	Total Floculo/F		iei iiis Project	rescent i unded by EFA (ii known)		
			Total \$ 0.00			
	Part III - Fundi	ng Methods and B	illing Instructions			
35.	(Note: EPA Agend	y Location Code (ALC) - 68010727)			
☑ Disbursement Agreement	Request for repayment Office, Cincinnati, OH 4		itemized on SF 1080 and s	submitted to the Financial Management		
□ Repayment	Monthly Monthly	Quarterly	Upon Com	pletion of Work		
Advance	type of payment metho	d. Unexpended funds at		appropriate justification of need for this returned to EPA. Quarterly cost reports 1 45268-7002.		
Allocation Transfer-Out	approval by the Office	of Comptroller, Budget eports to the Financial	Division, Budget Formula	Federal agencies. Must receive prior tion and Control Branch, EPA Hdqtrs. anch, Financial Management Division,		
36. Reimbursement Agreement Allocation Transfer-In	Repayment	Advance				
Other Agency's Billing Address (Inc	lude ALC or Station Symb	ol Number)	Other Agency's Billing I	nstructions and Frequency		
EPA Form 1610-1 (Rev. 11-09). Previous edi	N		Other Agency TAS			

RECEIVED

EPA IAG Identification No.DW-96-9\$758301 - 8 Page 3 **EPA Identification Number Part IV - Acceptance Conditions** DW-96-95758301 - 8 37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment. Part V - Offer and Acceptance Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment. B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA |A administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance. EPA IA Administration Office (for administrative assistance) EPA Program Office (for technical assistance) 38. Organization/Address 39. Organization/Address U.S. Environmental Protection Agency **US Environmental Protection Agency IASSC West** R10 - Region 10 1200 Sixth Avenue, Suite 900, OMP-173 1200 \$ixth Avenue, Suite 900 Seattle, WA 98101 Seattle, WA 98101 Award Official on Behalf of the Environment Protection Agency Date 40, Digital signature applied by EPA Award Official | Tony Fournier - Acting Manager - Grants and Interagency Agreements Unit 06/22/2015 Authorizing Official on Behalf of the Other Agency 41) Signature Typed Name and Title mela EPA Form 1610-1 (Rev. 17-09)/ Previous editions are obsolete.

Administrative Conditions

The following IA Terms and Conditions have been updated:

USACE Special Terms and Conditions - updated January 2015

The U.S. Army Corps of Engineers (USACE) agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel travel authorizations (including purpose of trip), local travel vouchers, traveler's
 reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills,
 appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by
 providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of
 Payment" or equivalent.
- Contractor Services copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly

reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities.

- b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:
 - A cover letter which includes the Site Name and IA Number.
 - Summary of work performed for current period.
 - Estimate of the percentage of the project completed.
 - Accounting of funds expended during the reporting period and on the project to date, which
 includes budget category cost breakdown.
 - Summaries of all change orders and claims made on contracts during the reporting period.
 - Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
 - Summaries of all problems or potential problems encountering during the reporting period.
 - Projected work for the next reporting period.
 - Copy of the SF 1080 billings statement clearly marked "copy".
- c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: http://www.epa.gov/superfund/cleanup/pdfs/rdra/payment.pdf). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.
- d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation to provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for

obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection , as deemed necessary, to ensure all activities identified in the statement of work have been implemented . At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency . If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does <u>not</u> apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts. SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: https://www.fpds.gov/fpdsng_cms/.

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentially. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's

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Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution , and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at:

http://www.epa.gov/fedfac/documents/qualityassurance.htm and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP

Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

17. Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement /assistance) (updated 1/21/2015)

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-235 (the Consolidated and Further Continuing Appropriations Act, 2015) or previous Appropriations (including FY12, FY13 and FY14).

These Act(s) provide that none of the funds made available may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that:

- was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or
- has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the federal agency agrees that it will comply with and implement these prohibitions for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA. Non-compliance with these provisions may implicate the Antideficiency Act. The Recipient will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

18. Inherently Governmental

In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that are inherently governmental, exempt from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Governmental administers contractor performance.

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Increase Funding

(Use EPA Source Appropriation 68-68X8145 for Funding Increase)

To: Seattle District

Attn: CENWS-PM-EM (Pam Kromholtz)

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P2 Project Name: ESO DW96957583-000	and a second distribution of the part of the control of the contro
Date: 22 June 2015	EPA Region 10 Seattle
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Site ID Number: WAD980722839	
CCSC: B2C - Hazardous Waste Enforcement S	Support - General
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA

D	irect Fund Cite (Contract) Funding (68X8145):	
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Amount of Funding:	-0)-
Revised Amount	-0)_

pergenties of the Color of the	Revised Reimbursable Funding (96X3122):	alliani in the Communication of the Communication o
Previous Amount:	A CONTRACT OF THE PROPERTY OF	455,000
Amount of Funding:	(EPA Source Appropriation 68-68X8145)	165.000
Revised Amount		620,000

Total Funding 620,000

Expiration Date: 2/28/2017

PIF Information POC:

marvene.l.seaman@usace.army.mil

Marvene Seaman

Phone: (402) 697-2425

Fax:

(402) 697-2613

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	United States Environmental Protection Agency Washington, DC 20460	1. EPA IA Identification Number DW-96-95758301 - 9	2. Funding Location by Region EPA R10
S. IMITED STATES.	Interagency Agreement/ Amendment	3. Other Agency IA ID Number (if known)	4. Awarding Office IASSC West
7. Name and Address of EPA O	Part 1 - General Information	5. Type of Action No Cost Amendment	6. IA Specialist: Kathy Tsing-Choy 206-553-4688 tsing-choy.kathy@epa.gov
US Environmental Protection Age IASSC West	ncy	8. Name and Address of Other Agency U.S. Army Corps of Engineers EM CX 1616 Capitol Avenue (CEHNC-EM)	
1200 Sixth Avenue, Suite 900, ON Seattle, WA 98101	MP-1/3	Omaha, NE 68102-9200	log
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14. EPA Project Officer (Name, A Ravi Sanga 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 206-553-4092 E-Mall: Sanga.Ravi@epamail.epa		15. Other Agency Project Officer (Name, A Maureen P. Smith 1616 Capitol Avenue (CEHNC-EM) Omaha, NE 68102-9200 402-697-2581 E-Mail: Maureen.P.Smith@usace.army.mil EAY: 402-697-2613	Address, Telephone)
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REVIEWED

By Jeff Marsala at 1:16 pm, Dec 21, 2016

INFORMATION ONLY

EPA IAG Identification No. DW-96-95758301 - 9 Page 2 **EPA IAG Identification Number** Part II - Approved Budget DW-96-95758301 - 9 Itemization of This In-Kind Itemization of Itemization of Itemization of Total 31. Budget Categories **All Previous Actions** Action This Action **Project Cost to Date** \$233,470.00 \$233,470.00 (a) Personnel \$135,101.00 \$135,101,00 (b) Fringe Benefits \$9,605.00 \$9,605.00 (c) Travel (d) Equipment \$0.00 \$0.00 (e) Supplies \$0.00 \$0.00 (f) Procurement / Assistance \$0.00 \$0.00 \$0.00 (g) Construction \$0.00 (h) Other \$4,830.00 \$4,830.00 (i) Total Direct Charges \$383,006.00 \$0.00 \$0.00 \$383,006.00 (j) Indirect Costs: \$236,994.00 \$0.00 \$0.00 \$236,994.00 Charged - Amount Rate: % Base: \$ Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$ (k) Total \$620,000,00 \$0.00 \$0.00 \$620,000.00 (EPA Share 100.00 %) (Other Agency Share 0.00 %) 32. How was the IDC Base calculated? 33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds?

Yes No. (Identify all equipment costing \$1,000 or more)N/A ☐ Yes⊠ No 34. Are any of these funds being used on Procure/Assistance agreements? Type of Procure/Assistance Agreement Contractor/Recipient Name (if Total Procure/Assistance Amount Under This Project Percent Funded by EPA (if known) known) Part III - Funding Methods and Billing Instructions (Note: EPA Agency Location Code (ALC) - 68010727) Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Disbursement Agreement Office, Cincinnati, OH 45268-7002: Monthly □ Repayment Upon Completion of Work Quarterly Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this Advance type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior Allocation Transfer-Out approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdgtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460. 36. Reimbursement Agreement Repayment Advance Allocation Transfer-In Other Agency's Billing Address (include ALC or Station Symbol Number) Other Agency's Billing Instructions and Frequency

EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete

Other Agency TAS

EPA IAG Identification No.DW-96-95758301 - 9 **EPA Identification Number Part IV - Acceptance Conditions** DW-96-95758301 - 9 37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment. Part V - Offer and Acceptance Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment. B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance. EPA IA Administration Office (for administrative assistance) EPA Program Office (for technical assistance) 38. Organization/Address 39. Organization/Address U.S. Environmental Protection Agency **US Environmental Protection Agency IASSC West** R10 - Region 10 1200 Sixth Avenue, Suite 900, OMP-173 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 Seattle, WA 98101 Award Official on Behalf of the Environment Protection Agency Date 40. Digital signature applied by EPA Award Official | John Schaub - IA Specialist 12/19/2016 Authorizing Official on Behalf of the Other Agency Pyped Name, and Title Date 41. Signature EPA Form 1610-1 (Rev. 11-09) Previous editions are obsolete.

Administrative Conditions

USACE Special Terms and Conditions - updated October 2016

The U.S. Army Corps of Engineers (USACE) agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

- Payroll timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel travel authorizations (including purpose of trip), local travel vouchers, traveler's
 reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills,
 appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by
 providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of
 Payment" or equivalent.
- Contractor Services copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.
- Supplies and Equipment EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

a. EPA regions and staff who are developing the IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly

reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities.

- b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager. The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army Corps of Engineers". The monthly progress reports should minimally contain the following:
 - A cover letter which includes the Site Name and IA Number.
 - Summary of work performed for current period.
 - Estimate of the percentage of the project completed.
 - Accounting of funds expended during the reporting period and on the project to date, which
 includes budget category cost breakdown.
 - Summaries of all change orders and claims made on contracts during the reporting period .
 - Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
 - Summaries of all problems or potential problems encountering during the reporting period.
 - Projected work for the next reporting period.
 - Copy of the SF 1080 billings statement clearly marked "copy".
- c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: https://semspub.epa.gov/work/HQ/174048.pdf). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification by the EPA Regional Program Office except for final billings. The USACE project manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA Remedial Project Manager. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE project manager.
- d. The USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation to provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for

obtaining necessary site-specific accounting information and documentation.

4. Cost Collection Upon Cancellation

If EPA cancels the IA, the USACE is authorized to collect costs incurred prior to cancellation of the IA plus termination costs, up to the total payment amount provided for under the agreement.

5. Record Retention Requirements

The USACE will retain the documents describe in these "Special Conditions" for a minimum of thirty years after submission of a final SF 1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

6. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are unallowable, the USACE will notify EPA immediately following the release of the audit.

7. Final Inspection and Certification

The EPA Remedial Project Manager and Project Officer will participate in the final project inspection , as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA Remedial Project Manager and Project Officer will review the final monthly and financial reports provided by the performing agency. If appropriate, EPA will initiate the IA closeout process.

8. Financial Closeout

Within six months after completion of the projects/activities, the USACE will send a letter to EPA Regional IA Coordinator stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be deobligated and returned to EPA.

9. Other EPA Involvement

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does <u>not</u> apply, reimbursement to USACE for all costs (contract and in-house) is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house cost should be reviewed and approved by the EPA Regional Program Office.

10. Procurement

If this IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this IA.

11. Equipment Disposition

EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE with property disposition instructions upon termination of the IA and receive fair-market value for any property disposed of or used for non-Superfund activities.

12. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. In accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals it negotiated with the Small Business Administration (SBA).

All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: https://www.fpds.gov/fpdsng_cms/.

13. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 45675; and Section 125(e) of CERCLA, as amended.
- f. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA Project Managers. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this IA have claimed some information as Confidential Business Information (CBI), USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentially. The USACE will then inform EPA immediately in writing when such a claim has been received, and forward the information marked CBI to EPA for EPA review. EPA's

Office of General Counsel or Office of Regional Counsel will then decide whether the CBI claim is valid. If EPA determines that the information is CBI, USACE and EPA cannot release that information under the Freedom of Information Act (FOIA). If USACE or EPA did not ask the private contractors or subcontractors to identify CBI in its document submittals, and there is a FOIA request, USACE or EPA will have to go back to the private contractors or subcontractors and ask them to identify any CBI. If any questions arise regarding whether or not information is releasable under FOIA, USACE and EPA staff should request that the EPA Project Officer managing the IA contact EPA's Office of General Counsel or Office of Regional Counsel, or the local EPA FOIA Officer, for assistance.

i. If the EPA Project Officer changes during the period of performance of the IA, EPA should submit an IA Amendment Form as soon as the change occurs.

j. On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with EPA, to assess work assigned to USACE through the IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the IA. For any sites where an RPM provides a low rating of '1' or '2' for any response to this feedback survey, USACE Headquarters will request that the USACE Project Manager contact the RPM to discuss the reasons for that rating and work out how to best resolve the problems or issues raised by the RPM.

14. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at http://www.fms.treas.gov/tfm/index.html.

If USACE and EPA cannot concur nor conditionally concur regarding any aspect of work associated with EPA and USACE activities under this IA, such disputes shall be resolved at the lowest level possible within EPA and USACE. In such instances, USACE district or division staff may sequentially elevate the matter to the Commander of the USACE district or division office that is managing the IA for resolution, and EPA regional or headquarters staff may sequentially elevate the matter to the Director of EPA's Superfund or Waste Management Division with the EPA regional or headquarters office that is managing the IA for resolution.

15. Quality Assurance

If this IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a Quality Assurance Project Plan (QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project-related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at:

http://www.epa.gov/fedfac/documents/qualityassurance.htm and with QMP guidelines found under "Uniform Federal Policy for Implementing Quality Systems" and QAPP guidelines as "Part 1: UFP QAPP

Manual" and also at Part 2A, Part 2A(e), and Part 2B.

16. Sufficient Progress

EPA expressly reserves the right to terminate the IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the IA in Terms and Conditions.

17. Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement /assistance) (updated 1/21/2015)

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-235 (the Consolidated and Further Continuing Appropriations Act, 2015) or previous Appropriations (including FY12, FY13 and FY14).

These Act(s) provide that none of the funds made available may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan quarantee to any corporation that:

- was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or
- has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the federal agency agrees that it will comply with and implement these prohibitions for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA. Non-compliance with these provisions may implicate the Antideficiency Act. The Recipient will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

18. Inherently Governmental

In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that are inherently governmental, exempt from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Governmental administers contractor performance.

Programmatic Conditions

See above

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Extends Period of Performance to 28 February 2018

To: Seattle District

Attn: CENWS-PM-EM (Pam Kromholtz)

EPA IAG No. DW96957583-01-9		
P2 Project Name: ESO DW96957583-000		
Date: 19 December 2016 EPA Region 10 Seattle		
Site Name: Harbor Island, WA		
Site ID Number: WAD980722839		
CCSC: B2C - Hazardous Waste Enforcement Support - General		
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA	

Direct Fund Cite (Contract) Funding (68X8145):	
Previous Amount:	0.00
Amount of Funding:	0.00
Revised Amount	0.00

Revised Reimbursable Funding (96X3122):	
Previous Amount:	620,000.00
Amount of Funding:	0.00
Revised Amount	620,000.00

Total Funding		620,000.00

Expiration Date: 02/28/2018

PIF Information POC:

maureen.p.smith@usace.army.mil

Maureen P. Smith

Phone: (402) 697-2581 Fax: (402) 697-2613

CE.

CENWD-PDM (L. Lien/D. Kobler/M. Johansen)

DW96957583 Page 1 **United States Environmental** 1. EPA IA Identification Number 2. Funding Location **Protection Agency** DW-96-95758301 - A by Region EPA R10 Washington, DC 20460 Interagency Agreement/ 3. Other Agency IA ID Number (if known) 4. Awarding Office IASSC West Amendment 5. Type of Action 6. IA Specialist: Part 1 - General Information Augmentation: Increase Kathy Tsing-Choy 206-553-4688 tsing-choy.kathy@epa.gov 7. Name and Address of EPA Organization 8. Name and Address of Other Agency US Environmental Protection Agency U.S. Army Corps of Engineers EM CX **IASSC West** 1616 Capitol Avenue (CEHNC-EM) 1200 Sixth Avenue, Suite 900, OMP-173 Omaha, NE 68102-9200 loq Seattle, WA 98101 9. DUNS: 029128894 10. BETC: DISB 12. BETC: COLL 11. DUNS: DOD964126 13. Project Title and Description East Waterway Operable Unit Supplemental Remedial Investigation and Feasibility Study (RI/FS). HARBOR ISLAND EWW - WAD980722839 To conduct a final remedial investigation and feasibility study (RI/FS) on an active waterway where ongoing maintenance dredging and shoreline structural repair is required. This amendment increases EPA funding by \$152,000 for ongoing activities within the approved Scope of Work and updates all terms and conditions. 14. EPA Project Officer (Name, Address, Telephone Number) 15. Other Agency Project Officer (Name, Address, Telephone) Maureen P. Smith 1200-Sixth-Avenue, Suite-900-(EGL-122) 1616 Gapitol-Avenue (CEHNG-EM) Seattle, WA 98101 Omaha, NE 68102-9200 206-553-4092 402-697-2581 E-Mail: sanga.ravi@epa.gov E-Mail: Maureen.P.Smith@usace,army.mil FAX: FAX: 402-697-2613 16. Project Period: 03/01/2007 to 02/28/2018 17. Budget Period: 03/01/2007 to 02/28/2018 18. Scope of Work (See Attachment) SCOPE OF WORK REMAINS THE SAME 19. Employer/Tax ID No. 520852695 20. CAGE No: 347A4 21. ALC: 68-01-0727 22. Statutory Authority for Transfer of Funds and Interagency Agreement 23. Other Agency Type CERCLA: Secs. 105(a)(4) & 115 and Executive Order 12580 Federal Agency 24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable) Previous Funding This Action Amended Total Revise Reimbursable (in-house) 0.00 Direct Fund Cite (contractor) 0.00 Total 0.00 Funds **Previous Amount Amount This Action Total Amount** 25. EPA Amount \$620,000.00 \$152,000.00 \$772,000.00 26. EPA In-Kind Amount \$0.00 27. Other Agency Amount \$0.00 28. Other Agency In-Kind Amount \$0.00 29. Total Project Cost \$620,000.00 \$152,000.00 \$772,000.00 30. Fiscal Information Cost Org Treas. Symbol DCN Appropriation **Budget Org** PRC Object Class Site/Project Ob/De-Ob Amt 1710QPA006 068-68X8145 17 TR2B 10Q0XDG 303DD2 2506 10DGBD10 C003 152,000.00 152,000

REVIEWED

By Jeff Marsala at 7:49 am, Apr 26, 2017

EPA IAG Identification No. DW-96-95758301 - A Page 2 Part II - Approved Budget EPA IAG Identification Number DW-96-95758301 - A ----31. Budget Categories Itemization of Itemization of This In-Kind Itemization of Itemization of Total **All Previous Actions** Action This Action **Project Cost to Date** \$56,999.00 (a) Personnel \$233,470.00 \$290,469.00 \$35,340,00 (b) Fringe Benefits \$135,101.00 \$170,441,00 \$1,026.00 (c) Travel \$9,605.00 \$10,631.00 (d) Equipment \$0.00 \$0.00 \$0.00 (e) Supplies \$0.00 (f) Procurement / Assistance \$0.00 \$0.00 (g) Construction \$0.00 \$0.00 (h) Other \$4,830.00 \$4,830.00 (i) Total Direct Charges \$383,006.00 \$93,365.00 \$0.00 \$476,371.00 \$236,994.00 \$58,635.00 \$295,629.00 (i) Indirect Costs: Charged - Amount Rate: 63.5% Base: \$92,339.00 Not Charged: Funds-Out: Not charged by Other Agency Estimate by other Agency Amount \$ (k) Total \$620,000.00 \$152,000.00 \$0.00 \$772,000.00 (EPA Share 100.00 %) (Other Agency Share 0.00 %) 32. How was the IDC Base calculated? Personnel+Fringe Benefits x Rate 33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? Tyes No (Identify all equipment costing \$1,000 or more)N/A 34. Are any of these funds being used on Procure/Assistance agreements? ∰Yes⊠ No Type of Procure/Assistance Agreement Contractor/Recipient Name (if Total Procure/Assistance Amount Under This Project Percent Funded by EPA (if known) known) Total \$ 0.00 Part III - Funding Methods and Billing Instructions (Note: EPA Agency Location Code (ALC) - 68010727) Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Disbursement Agreement Office, Cincinnati, OH 45268-7002: □ Repayment Monthly Quarterly Upon Completion of Work Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this Advance type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior Allocation Transfer-Out approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hootrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460. 36. Reimbursement Agreement Advance Repayment Other Agency's Billing Address (include ALC or Station Symbol Number) Other Agency's Billing Instructions and Frequency Other Agency TAS

EPA Form 1610-1 (Rev. 11-09). Previous editions are obsolete

EPA IAG Identification No.DW-96-95758301 - A Page 3 Part IV - Acceptance Conditions **EPA Identification Number** DW-96-95758301 - A 37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment. Part V - Offer and Acceptance Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment. B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance. EPA IA Administration Office (for administrative assistance) EPA Program Office (for technical assistance) 38. Organization/Address 39. Organization/Address U.S. Environmental Protection Agency US Environmental Protection Agency **IASSC West** R10 - Region 10 1200 Sixth Avenue, Suite 900, OMP-173 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 Seattle, WA 98101 Award Official on Behalf of the Environment Protection Agency 40. Digital signature applied by EPA Award Official | FOR Melissa Wise - Manager - Interagency Agreements Unit Date Kathy Tsing-Choy - AO delegate 04/23/2017 Authorizing Official on Behalf of the Other Agency Typed Name and Title Ellen Brown, Env. Eng. acting for Pan Kromhultz

EPA Form 1610-1 (Rev. 11-09) Previous editions are obsolete

Administrative Conditions

USACE Superfund Interagency Agreement Standard Terms and Conditions (HQUSACE and HQEPA OGC approved on 04/19/2017)

- 1. The U.S. Army Corps of Engineers (USACE) and the U.S. Environmental Protection Agency (EPA) agree that the following standard terms and conditions will be incorporated into and become a part of the Superfund Interagency Agreement (Superfund IA). This Superfund IA is also subject to and incorporates the terms of the Memorandum of Agreement between EPA and USACE for the USACE Execution of Superfund Work under P.L. 96-510, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as Amended (Superfund MOA) dated December 1, 2016. In case of conflict between the terms of the Superfund MOA and this Superfund IA, the terms of the Superfund MOA shall govern.
- 2. Interagency Agreement Modification or Renewal .
 - a. USACE will review this Superfund IA on regular intervals required by Department of Defense (DoD) Directives or Instructions, or any other governing laws or regulations, to ensure the scope and finances are adequate, and to comply with any new requirements for interagency support agreements. These reviews will be documented in the USACE project file.
 - b. This Superfund IA must be renewed or terminated within a period of no longer than seven (7) years (EPA duration policy), unless an EPA duration waiver is granted. In the event a Superfund IA duration waiver is granted, the Superfund IA must be renewed or terminated either nine (9) years (Department of Defense duration policy) from the date of Superfund MOA (December 1, 2016) or effective date of this Superfund IA, whichever is later. A renewal may take-the-form-of-a-modification-to-the-Superfund-IA-if-renewal-provisions-are-included-and-both agencies agree to and execute the modification.
- 3. Termination Provision . EPA or USACE may terminate work under the Superfund IA with written notice to the other agency. EPA and USACE will have up to ninety (90) days after this notice to mutually agree to a date for the termination of the Superfund IA, which date may be no less than 180 days if the Statement of Work of this Superfund IA includes work that is performed under a contract issued by USACE and/or involves field work and the application of resources that must be significantly modified by USACE. In the event that either Agency chooses to terminate this Superfund IA, the terms of the Superfund MOA and this Superfund IA will govern which EPA and USACE obligations will survive the date of termination (e.g. funding liabilities, assistance with claims, records retention and accounting reporting). Additionally, the termination notice will outline mutually agreed upon obligations that will end (e.g., additional work at a specific point, and no new work).
 - a. If EPA terminates the Superfund IA, the USACE is authorized to collect costs incurred prior to the termination date of the Superfund IA plus termination costs, up to the total payment amount provided for under the agreement and subject to the terms of the Superfund MOA regarding funding obligations that survive the termination.
 - b. Sufficient Progress. EPA expressly reserves the right to terminate this Superfund IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising this right to terminate, EPA will follow the procedures for terminating the Superfund IA provided in these Special Terms and Conditions.

- 4. Financial Management and Recordkeeping . USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies", (January 1989), except to the extent it is inconsistent with the Corps of Engineers Financial Management System and USACE governing regulations or the Department of Defense Financial Management Regulation, DoD 7000.14-R.
- 5. Cost Documentation Requirements . EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

a. Direct Costs

Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.

Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished Standard Form (SF) 1166 "Voucher and Schedule of Payment" or equivalent.

Contractor Services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, and proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF 1166 or equivalent.

Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.

Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this Superfund IA, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

6. Reporting Requirements

a. EPA regions and staff who are developing the Superfund IA should consider the anticipated project scope, schedule and costs, and discuss with the performing agency the appropriate level of detail for monthly reports, and agree on the content and format. EPA will use these reports as a tool to monitor site activities.

- b. The USACE will provide monthly progress reports to the EPA Project Officer and to the EPA Remedial Project Manager (RPM). The format and contents for monthly progress reports will follow recommendations provided in EPA's March 2008 OSRTI guidance memorandum entitled: "Monthly Project Reporting for Superfund Interagency Agreements to the U.S. Army. Corps of Engineers". The monthly progress reports should minimally contain the following:
 - i. A cover letter which includes the Site name and IA Number.
 - ii. Summary of work performed for current period.
 - iii. Estimate of the percentage of the project completed.
 - iv. Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
 - v. Summaries of all change orders and claims made on contracts during the reporting period.
 - vi. Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
 - vii. Summaries of all problems or potential problems encountering during the reporting period.
 - viii. Projected work for the next reporting period.
 - ix. Copy of the SF 1080 billings statement clearly marked "copy".
- c. The USACE will submit a complete and signed Request for Reimbursement (SF-1080) to the EPA Financial Management Center, Cincinnati (CFMC), containing, as appropriate, USACE cost by budget category identified by site, site-specific account number, and IA number. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Cite Revised Reimbursement Methods" (available at the following website: https://semspub.epa.gov/work/HQ/174048.pdf). Upon receipt of the USACE certified bills, CFMC processes payment to USACE. Payment will be made within 5 days of receipt and without certification-by-the-EPA-Regional-Program-Office-except-for-final-billings:-The-USAGE-Project Manager will provide one copy of the SF 1080 billings clearly marked "copy" with the monthly status report to the EPA Project Officer and one copy to the EPA RPM. If EPA detects any apparent discrepancies with the payment request, the problem should be discussed and resolved with the USACE Project Manager. Any changes required to subsequent payment requests will be documented in a memorandum from the EPA Project Officer to the USACE Project Manager.
- 7. Cost Recovery. In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the backup documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, the USACE will negotiate with EPA or DOJ a schedule for responding. The USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.
- 8. Record Retention Requirements. The USACE will retain the documents described in these "Standard Terms and Conditions" for a minimum of thirty (30) years after submission of a final SF 1080 for a site or sites, after which USACE must notify the authorized EPA official before disposing of any of the records. After receipt of this notice, EPA may request that the records be transferred to the EPA or submitted to a designated Federal Records Center for retention as an EPA record. USACE will provide the records to EPA or the Federal Records Center if requested by EPA, or may manage the records in accordance with USACE and/or Army records management requirements, including disposal as appropriate, if EPA does not request the transfer of the records as provided herein. The USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

9. Audits.

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA by the USACE are not within the scope of the Superfund IA, the USACE will notify EPA immediately following the release of the audit.
- 10. Final Inspection and Certification . The EPA RPM and Project Officer will participate in the final project inspection, as deemed necessary, to ensure all activities identified in the statement of work have been implemented. At project completion, the EPA RPM and Project Officer will review the final monthly and financial reports provided by USACE. If appropriate, EPA will initiate the closeout process.
- 11. Financial Closeout. Within six (6) months after completion of the projects/activities within the scope of the Superfund IA, the USACE will send a letter to the EPA RPM and Project Officer stating that the project has been completed and provide a financial summary including:
 - the total amount of the funds utilized
 - the amount of excess funds, if any; and
 - a summary of any pending fiscal needs for follow on actions related to the Superfund IA such as records holdings or audits, and claims or liabilities that are known at the time.

EPA and USACE will agree upon the amount to be deobligated and returned to EPA and, if needed, any funds that will remain on the IA for follow on actions known at the time of the closeout. The terms of the MOA will govern financial responsibilities of the EPA for costs incurred by USACE related to the Superfund IA after closeout.

12. Other EPA involvement.

- a. If the Direct Fund Cite Method applies, payment by EPA to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- b. If the Direct Fund Cite Method does not apply, reimbursement to USACE for all costs (contract and in-house) in contingent upon receipt of a USACE certified reimbursement request (SF 1080).
- c. Final project payments for specific contracts and in-house costs should be reviewed by the EPA RPM and Project Officer. If EPA questions any cost incurred by USACE, the terms of the MOA shall govern EPA's obligation to pay, as long as the payment is for costs that are within the scope of the Superfund IA.
- 13. Procurement. If this Superfund IA includes assisted acquisitions, EPA will coordinate with the performing agency prior to issuance of a contract solicitation, request for proposals under an existing contract or issuing a task order under an existing contract, to ensure that any applicable agency-specific terms and conditions are incorporated into the contract and that the statement of work is within the scope of this Superfund IA.
- 14. Equipment Inventory and Disposition . All property acquired under the Superfund IA shall be owned by the United States and under the accountability of the EPA.

- a. The USACE will provide a final inventory of property acquired by or furnished to USACE contractors with EPA funds, one month prior to the end of the USACE contract, describing the condition of each item. The USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE contractors with EPA funds.
- b. If the property is no longer needed for the project or upon termination of the Superfund IA, EPA will provide the USACE with property disposition instructions and receive fair -market value for any property disposed of or used for non-Superfund activities. The costs incurred by USACE related to disposition of this property will be reimbursed by EPA.
- 15. Minority Business Utilization. In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically black colleges and women. In accordance with CERCLA, Public Law 99-499, Section 105, any Federal agency awarding contracts, grants, or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes, but is not limited to: contracts, subcontracts, SBA 8(a) awards and any subagreements.

Consistent with the above statutes and policy, the USACE agrees, in awarding contracts under this Superfund IA, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth herein, to the extent consistent with requirements that apply to USACE Contracting Officers. USACE also agrees to comply with the Small Business Act, 15 U.S.C. 631 et seq., and the annual small business goals it negotiated with the Small Business Administration (SBA). All reporting on MBE/WBE and small business accomplishments will be made through the existing Federal contracting reporting mechanism currently the "Federal Procurement Data System - Next Generation" (FPDS-NG), which is available at https://www.fpds.gov/fpdsng_cms/.

16. Project Specific Conditions .

- a. The USACE will invite, with reasonable notice, the EPA RPM to participate in contractor meetings in which the scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate, and in compliance with applicable laws and regulations. The EPA RPM will comply with all applicable requirements concerning a contractor selection process.
- c. The USACE will have final authority for contract bids, shop drawings and contract modifications that may occur/be prepared during the course of the contract (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly, unless a different frequency is mutually agreed upon by both project managers. Emphasis will be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved as appropriate in a medical monitoring program as specified in 29 CFR Part 1910 and 51 CFR 45663-45675.

- f. All project deliverables will be reviewed by appropriate USACE and EPA RPM and Project Officer within 30 days unless a different frequency is mutually agreed upon by both USACE and EPA. Shortened time frames may be appropriate in cases of expedited schedules.
- g. Upon request, the USACE will, in a timely manner, submit to the EPA RPM and Project Officer all final negotiated contracts and contract modifications with budget information .
- h. Under situations where private contractors or subcontractors who are attempting to contract or are under contract with USACE under this Superfund IA have claimed some information as Confidential Business Information (CBI) or subject to the Trade Secrets Act or otherwise privileged or confidential, USACE will ensure that such private contractors or subcontractors mark the information as CBI or similar claim of confidentiality. The USACE will then inform EPA immediately in writing when such a claim has been received. The USACE Contracting Officer will determine if the contractor's claim of confidentiality is recognizable for Federal purposes. EPA may submit their views on this matter to the Contracting Officer for consideration. If USACE or EPA receives a request for the release of information claimed to be confidential, including a request under the Freedom of Information Act, USACE will apply its regulations and procedures for determining if the information can be released, including notifying the contractor or subcontractor as appropriate. EPA will transfer any requests for release of such information to USACE for determination, unless the information was required to be officially submitted directly to EPA, in which case the authority to render a decision on the release of the information will reside with EPA officials.
- i. If the EPA RPM or Project Officer changes during the period of performance of the Superfund IA, EPA will notify USACE and submit a Superfund IA amendment with the new information as soon as possible after the change occurs.

On an annual basis, EPA will conduct a performance feedback survey, fully coordinated with USACE, to assess work assigned to USACE through the Superfund IA during the calendar year. The purpose of this feedback survey is to assess the performance of USACE in carrying out assigned Superfund work during the calendar year. The survey includes survey questions that would be filled out by the RPM regarding USACE performance under the Superfund IA.

- 17. **Resolution of Disagreements**. Any disputes between EPA and USACE regarding any activities conducted under this Superfund IA shall be governed by the terms of the Superfund MOA.
- 18. Quality Assurance. If this Superfund IA involves the collection, generation, or use of environmental data or information, then a Quality Management Plan (QMP) and a plan that complies with the Uniform Federal Policy for Quality Assurance Project Plans (UFP-QAPP) must be developed and used in accordance with existing Regional and National Program Office QA policies, guidelines, SOPs, etc. Within these broad QM/QA guidelines, specific requirements for a given project will be detailed in the Statement of Work (SOW) as an attachment to each Superfund IA. If mutually agreed, QMPs may address multiple projects and be submitted periodically, rather than project specifically. The USACE is responsible for reviewing and approving any contractor work for consistency with these QA requirements. Any guidance referenced herein will be superseded by updates or new Requirements/Guidance as they become available. EPA may perform periodic Quality System and/or project related assessments. The most recent QMP and QAPP Guidance and Requirements can be found at: https://www.epa.gov/quality.
- 19. Lab Certification Requirements . It is required that any environmental laboratory utilized by the USACE shall be currently certified or accredited for the matrix and analysis which are to be

conducted for any work performed pursuant to this Superfund IA, by one of the following accreditation/certification programs: National Environmental Laboratory Accreditation Program (NELAP), American Association for Laboratory Accreditation (AALA), a current certification issued by a program conducted, or approved, by a State and acceptable to EPA, or the contracted laboratory is currently participating in the EPA Contract Laboratory Program.

- 20. Electronic Data Deliverables. USACE will provide electronic submittal of sampling and geologic data in accordance with the EPA Region policies, guidelines, and formats. The USACE is responsible for reviewing and approving any USACE contractor work for consistency with Regional Electronic Data Deliverable (EDD) requirements. The Region's EDD Guidance and Requirements includes instruction manuals and data submission and validation files. The most recent EDD Guidance and Requirements can be found at: https://wcms.epa.gov/superfund/region-2-superfund-electronic-data-submission.
- 21. Green Remediation Requirements. The USACE shall use technologies and practices that are sustainable in accordance with EPA Region Clean and Green policies found at https://www.epa.gov/greenercleanups/regional-and-state-implementation-greener-cleanups. At the direction of the EPA RPM or EPA Project Officer, the USACE shall incorporate requirements for the appropriate practices into the terms of its contracts consistent with the EPA Regional Clean and Green policy. The USACE shall report on the use of these technologies and practices, including the associated quantities of materials reduced, reused, or recycled as a direct result of these practices, for all remedial activities conducted under this Superfund IA within an agreed upon format and frequency (for example, in the monthly status report submission).
- 22. Restrictions on FY 12 and Later Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (for funds-out awards with funds in procurement /assistance). This Superfund IA obligates and transfers or advances EPA funds appropriated under Public Law 113-235 (the Consolidated and Further Continuing Appropriations Act, 2015) or previous Appropriation Acts (including FY 12, FY 13, and FY 14). These Acts provide that none of the funds made-available may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to any corporation that:
 - a. Was convicted of a Felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government; or,
 - b. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this Superfund IA, the USACE agrees that it will comply with and implement these prohibitions for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this Superfund IA. Non-compliance with these provisions may implicate the Antideficiency Act. The USACE will forward to the EPA, within 45 days, any determination and documentation supporting a contract award where suspension and debarment are considered by the USACE.

23. Inherently Governmental . In accordance with FAR 7.503(c)&(d), funding provided by EPA and placed on service contracts cannot be used for project(s) which would constitute inherently governmental functions. In addition, the USACE shall not utilize EPA funds on USACE service contracts for any contractor activities to be performed that are inherently governmental, exempt

from private sector performance, or that are so closely associated as to approach inherently governmental because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Government administers contractor performance.

Programmatic Conditions

See above

END OF DOCUMENT

EPA SUPERFUND PROGRAM AMENDMENT

Funding Increase and Updates All Terms & Conditions

(Use EPA Source Appropriation 68-68X8145 for Funding Amount)

To: Seattle District

Attn: CENWS-PM-EM (Pam Kromholtz)

EPA IAG No. DW96957583-01-A		
P2 Project Name: ESO DW96957583-000		
Date: 23 April 2017	EPA Region 10 Seattle	
Site Name: Harbor Island, WA		
Site ID Number: WAD980722839		
CCSC: B2C - Hazardous Waste Enforcement Support - General		
Management Structure Code (CWIS): 010583	Command Indicator Code: 99EPA	

Direct Fund Cite (Contract) Funding (68X8145):	
Previous Amount:	0.00
Amount of Funding:	0.00
Revised Amount	0.00

Revised Reimbursable Funding (96X3122):		
Previous Amount:		620,000.00
Amount of Funding:	(EPA Source Appropriation 68-68X8145)	152,000.00
Revised Amount		620,000.00

10tal Funding //2,000.00	Total Funding	772,000.00
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Expiration Date: 02/28/2018

PIF Information POC:

maureen.p.smith@usace.army.mil

Maureen P. Smith

Phone: (402) 697-2581

CF:

CENWD-PDM (D. Kobler/M. Johansen)